FRANCHISE DISCLOSURE DOCUMENT

WYNDHAM FRANCHISOR, LLC
A Delaware limited liability company
22 Sylvan Way
Parsippany, New Jersey 07054
(800) 758-8999
www.wyndhamhotels.com/wyndham-garden
https://development.wyndhamhotels.com/

The franchisee will use the Wyndham Garden® system (the "System") to establish and operate an upscale select service Wyndham Garden guest lodging facility.

The total investment necessary to begin operation of a 110-room hotel typically ranges from $13,438,790 to $17,339,748 for a new construction project and from $432,773 to $11,188,453 for a 100-room conversion hotel. Land acquisition costs are not included in these ranges. The above amounts include a range from $61,600 to $78,575 that must be paid to the franchisor or an affiliate.

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 Wyndham Franchisor, LLC at 22 Sylvan Way, Parsippany, NJ 07054, or call (800)758-8999.

The terms of your contract will govern your franchise relationship. Do not 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.

Issuance Date: March 31, 2023.

[Page Intentionally Left Blank]

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 E-1 and E-2.
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 D 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 Wyndham Garden 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 Wyndham Garden franchisee?	Item 20 or Exhibits E-1 and E-2 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 and/or litigation only in New Jersey. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in New Jersey than in your own state.

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

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

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the license 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 sub-

franchisor.

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

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

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Office of the Attorney General, Consumer Protection Division, Attn: Franchise Section, 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913, (517) 373-7117.

TABLE OF CONTENTS

Item	Page
ITEM 1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATE	1
ITEM 2. BUSINESS EXPERIENCE	7
ITEM 3. LITIGATION	11
ITEM 4. BANKRUPTCY	17
ITEM 5. INITIAL FEES	17
ITEM 6. OTHER FEES	20
ITEM 7. INITIAL INVESTMENT	32
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	41
ITEM 9. FRANCHISEE'S OBLIGATIONS	44
ITEM 10. FINANCING	47
ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	47
ITEM 12. TERRITORY	62
ITEM 13. TRADEMARKS	64
ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	66
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	68
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	68
ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	69
ITEM 18. PUBLIC FIGURES	75
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS	75
ITEM 20. OUTLETS AND FRANCHISEE INFORMATION	78
ITEM 21. FINANCIAL STATEMENTS	84
ITEM 22. CONTRACTS	84
ITEM 23. RECEIPT	85

Exhibits

A	State Addenda
B	Regulatory Authorities; Registered Agents for Service of Process
C-1	Wyndham Garden Hotel Franchise Agreement ADA Certification Forms for New Construction Hotels (Pre-Construction and Post Construction); Guaranty; Initial Fee Note; Development Incentive Note; Assignment and Assumption Agreement; State-Specific Addenda and Franchise Application.
C-2	Master Information Technology Agreement
C-3	Elavon Hosted Services Agreement for Hosted Gateway Services
C-4	Three Party Agreement, Request Form; Lender Notification Agreement; Request Form
C-5	Termination and Release Agreement
C-6	Signature Reservation Service Agreement
C-7	Hotel Revenue Management Agreement
C-8	Hotel Connectivity Solutions Support Agreement
C-9	Remote Sales Services Agreement
D	Financial Statements and Guaranty of Performance of Wyndham Hotels & Resorts, Inc.
E-1	List of Chain Facilities as of December 31, 2022
E-2	List of Chain Facilities which Voluntarily or Involuntarily Left the Wyndham Garden System from January 1, 2022 to December 31, 2022 or which did not communicate with us during the ten-week period preceding the date of the Disclosure Document
F	Tables of Content for Standards of Operation and Design Manual and Wyndham Rewards® Front Desk Guide
G	State Effective Dates / Acknowledgment of Receipt

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

To simplify the language in this Disclosure Document, "we," "our" or "us" means Wyndham Franchisor, LLC, a Delaware limited liability company, ("Wyndham Franchisor" or "WDF") the franchisor. "You" means the person or entity who buys the franchise, the franchisee. If the franchisee is a corporation, partnership or other entity, "you" includes the franchisee's owners.

The Franchisor, Its Affiliates and Parents. We were formed on December 4, 2017. We do not do business under any other name. We are a subsidiary of Wyndham Hotels and Resorts, LLC, a Delaware limited liability company. Wyndham Hotels and Resorts, LLC is a subsidiary of Wyndham Hotel Group, LLC, a Delaware limited liability company ("Wyndham Hotel Group"), which is a subsidiary of Wyndham Hotels & Resorts, Inc., a Delaware corporation ("Wyndham Hotels & Resorts") or ("WHR"). WHR guarantees the performance of our obligations under the "Franchise Agreements" we enter into with franchisees.

WHR was created by virtue of a tax-free spin-off of the hotel and transient lodging businesses of Wyndham Worldwide Corporation ("Wyndham Worldwide") on May 31, 2018. On August 2, 2017, Wyndham Worldwide announced its plan to separate its businesses into two publicly traded companies. Under the plan of separation, the hotel and transient lodging businesses of Wyndham Worldwide (operating as Wyndham Hotel Group) were spun-off into a standalone publicly traded hotel company, WHR. The remaining businesses of Wyndham Worldwide were renamed Wyndham Destinations, Inc., and continue to operate as a publicly traded timeshare and timeshare exchange company, which has subsequently changed its name to Travel + Leisure Co. as of February 17, 2021. On May 9, 2018, the Wyndham Worldwide Board of Directors approved the spin-off of WHR through the distribution of 100% of the common stock of WHR to shareholders of Wyndham Worldwide. The distributions occurred on May 31, 2018 to Wyndham Worldwide shareholders of record as of the close of business on May 18, 2018. On June 1, 2018, WHR began "regular way" trading on the New York Stock Exchange as a separate public company.

Predecessor. Our predecessor was Wyndham Hotels and Resorts, LLC, a Delaware limited liability company, formerly known as Wyndham Franchise Systems, LLC, whose principal address is 22 Sylvan Way, Parsippany, NJ 07054. Wyndham Franchise Systems, LLC offered franchises of the type offered in this disclosure beginning on October 12, 2005. On April 20, 2006 Wyndham Franchise Systems, LLC changed its name to Wyndham Hotels and Resorts, LLC and continued to offer franchises of the type offered in this disclosure through March 2018. Wyndham Hotels and Resorts, LLC is our parent and a subsidiary of Wyndham Hotel Group, LLC, which is a subsidiary of WHR. Wyndham Hotels and Resorts, LLC currently owns the Proprietary Marks (as defined below) for the franchise offered in this disclosure. We acquired the right to franchise hotels using the Proprietary Marks and the System from Wyndham Hotels and Resorts, LLC in March 2018.

Affiliates. Worldwide Sourcing Solutions, Inc. ("WSSI") offers goods and services to our franchisees and the franchisees of the "Lodging Affiliates" of Wyndham Hotel Group. See Items 5 and 8.

Lodging Affiliates. Wyndham Hotel Group directly and indirectly owns franchising subsidiaries in the lodging industry (the "Lodging Affiliates"). The Lodging Affiliates which offer franchises in the United States include Dolce International Holdings, Inc. ("DIH"), WHR Extended Stay, LLC ("WES"), Ramada Worldwide Inc. ("RWI"), Days Inns Worldwide, Inc. ("DIW"), Super 8 Worldwide, Inc., which was formerly known as Super 8 Motels, Inc. ("Super 8" or "SWI"), Howard Johnson International, Inc. ("HJI"), La Quinta Franchising LLC ("LQF"), Travelodge Hotels, Inc. ("THI"), Wingate Inns International, Inc. ("WII"), Baymont Franchise Systems, Inc. ("BFS"), Microtel Inns and Suites Franchising, Inc. ("MISF"), TRYP Hotels Worldwide, Inc. ("TRYP Hotels" or "TRYP"), TMH Worldwide, LLC ("TMH"), TRC Franchisor, Inc. ("TRC"), AmericInn International, LLC ("AMI"), and Hawthorn Suites Franchising, Inc. ("HSF") which offer and support lodging system franchises under the Dolce Hotels and Resorts®, ECHO Suites℠ Extended Stay, Ramada®, Days Inn®, Super 8®, Howard Johnson®, La Quinta®, Travelodge® (Americas only), Wingate by Wyndham®, Baymont Inn & Suites®, Microtel Inn & Suites by Wyndham®, TRYP by Wyndham®, Trademark Collection®, The Registry Collection Hotels®, AmericInn®, and Hawthorn® guest lodging facility systems, respectively. The above Lodging Affiliates do not own or operate any lodging facilities. Certain other subsidiaries of Wyndham Hotel Group manage hotels for third party owners under the Wyndham Grand (1 hotel) and Dolce Hotels and Resorts (1 hotel) brands.[1]

Certain Other Franchise and Hospitality Industry Affiliates. The following chart outlines which affiliate, as of December 31, 2022, offered and administered franchises and managed hotels under our Marks and those of the Lodging Affiliates outside of the United States, and, in the case of managed hotels, within and outside of the United States:

Region/Country	Franchise System	Franchisor
Canada	Baymont Inn & Suites Hawthorn Howard Johnson La Quinta Microtel Inn & Suites by Wyndham Ramada Super 8 Trademark Collection TRYP by Wyndham Wingate by Wyndham Wyndham Garden Wyndham Wyndham Grand	Wyndham Hotel Group Canada, ULC ("WHG Canada") or one of the Lodging Affiliates
All of Asia with the exception of Mainland and Hong Kong China	All brands with the exception of Travelodge	Wyndham Hotel Asia Pacific Co. Limited ("WHAP")
Hong Kong China	All brands with the exception of Travelodge	WHAP or Wyndham Hotel Hong Kong Co. Limited ("WH Hong Kong")
Mainland China	All brands except Howard Johnson, Super 8 and Travelodge	WHAP or Wyndham Hotel Management (Beijing) Co., Ltd.

[1] The brands and number of hotels managed by our affiliates listed above are current as of December 31, 2022.

Australia & Pacific	Days Inn Microtel La Quinta Ramada Ramada Encore Trademark Collection TRYP Wyndham Garden Wyndham Wyndham Grand	WHAP
Most of Europe, Middle East & Africa with the exception of Saudi Arabia	Days Inn Dolce Hawthorn Howard Johnson La Quinta Ramada Ramada Encore Registry Collection Super 8 Trademark Collection TRYP Vienna House Wyndham Garden Wyndham Wyndham Grand	Wyndham Hotel Group (UK) Limited ("WHG UK"), Wyndham Hotel Group (UK) East Limited ("WHG UK East") or WHG (Ireland) Hotels, U.C. ("WHG Ireland "), WHR Europe, Inc ("WHRE")
Kingdom of Saudi Arabia	All brands with the exception of Travelodge	HJI, SWI, WHG UK
Latin America and the Caribbean	All brands except Dazzler and Esplendor for Argentina, Paraguay, Peru and Uruguay	WHG Caribbean or RII
Argentina, Paraguay, Peru and Uruguay	Dazzler and Esplendor	Wyndham Hotel Management de Argentina SRL ("WHMDA")
Region/Country	**Managed System**	**Management Company**
US, Canada, & Europe	Dolce Hotels and Resorts	Hotels are managed by a special purpose entity wholly owned by Dolce International Holdings, Inc.. which is wholly owned by Wyndham Hotel Group, LLC
US	Wyndham Grand	Wyndham Hotel Management, Inc. ("WHM")
United Kingdom	Ramada Encore	WHG UK, WHG Ireland
Qatar	Wyndham Wyndham Grand	WHG UK
Bahrain Jordan	Ramada Wyndham Garden Wyndham Grand	WHG UK
Oman	Ramada Encore Wyndham Garden	WHG UK
Kingdom of Saudi Arabia	Wyndham Garden	WHG UK

Mainland China	All brands except Howard Johnson, Super 8 and Travelodge	Wyndham Hotel Management (Beijing) Co., Ltd.
Greater China except Mainland China	All brands except Travelodge	WHAP
Singapore	Days Ramada	WHAP
Malaysia	Ramada Encore Days Dolce TRYP	WHAP
Thailand	TRYP Wyndham Wyndham Grand Wyndham Garden	WHAP
Fiji, Korea, Palau	Wyndham	WHAP
Tinian, Northern Mariana Islands	Wyndham	WHG Hotel Management Inc.
Vietnam	Dolce Trademark Collection Wyndham Wyndham Grand Wyndham Garden Ramada	WHAP
Ethiopia	Wyndham Wyndham Garden Tryp by Wyndham Howard Johnson	WHG UK
Mexico, Guatemala, Honduras, El Salvador, Nicaragua, Costa Rica, Panama.	All brands	Wyndham Hotel Management de Mexico, S. de R.L. de C.V. ("WHMDM")
The Caribbean	All brands	WHG Caribbean or RII
Colombia, Ecuador, Peru, Bolivia, Venezuela	All brands	Wyndham Hotel Management de Colombia, S.A.S. ("WHMDC")
Brazil	All brands	Wyndham Hotel Management do Brasil, Ltda. ("WHMDB")
Argentina, Chile, Uruguay, Paraguay	All brands	WHMDA

As of December 31, 2022, WHM or another affiliate provided property management services to 70 hotels associated with either Days Inn, Dazzler Hotels, Dolce Hotels and Resorts, Esplendor Boutique Hotels, Ramada, Super 8, Trademark Collection, Wingate by Wyndham, Wyndham Grand, Wyndham, or Wyndham Garden brands around the globe.

The principal business address of us, WHR, Wyndham Hotel Group, the Lodging Affiliates, WHG Caribbean, WHG Canada, RII, WHM, WHRE, and WSSI is 22 Sylvan Way, Parsippany, New Jersey 07054. The principal business address for WHG Europe, WHG UK, WHG UK East, and WHG Ireland is 4th Floor, 3 Shortlands, Hammersmith, London W6 8DA England. The principal business address of WHAP is 26th Floor, Three Exchange Square, 8 Connaught Place,

Central, Hong Kong. The principal business address for WH Hong Kong is 26th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong. The principal business address of WHAP in Singapore is 88 Market Street, CapitaSpring #47-05, Singapore 048948. The principal business address of WHAP in China is 26F, K. Wah Center, 1010 Huai Hai Rd (M), Shanghai 200031, China. The principal business address for WHMDB is Av. Angélica, 2.220 - Consolação, São Paulo - SP, 01228-200, Brazil. The principal address for WHMDM is Blvd. Manuel Avila Camacho 118 piso 24 Lomas de Chapultepec, Miguel Hidalgo CDMX, Mexico 11000.The principal address of WHMDA is Maipu 1300, Piso 18, CABA, Buenos Aires, C1006ACT, Argentina. The principal address of WHMDC is Carrera 15 Nº81-30 Of. 303, Bogotá D.C., 3462011. The principal business address for Wyndham Hotel Management (Beijing) Co., Ltd. is Room 906C East Ocean Centre, No. 24A Jianguomenwai Street, Chaoyang District, Beijing, China 100022. Our agent for service of process is Corporate Creations Network Inc., 811 Church Road #105, Cherry Hill, NJ 08002. Our agents for service of process are disclosed in Exhibit B.

The Franchisor's Business and the Franchises Offered. Wyndham Garden is an upper midscale, select service brand of hotels generally located in airport, urban and suburban areas. We offer, sell and support franchises for the establishment and operation of Wyndham Garden "Chain" guest lodging facility (a "Chain Facility" or "Facility"), which provide flexible space for small to midsize meetings and streamlined food and beverage dining options.

We also offer, sell and support franchises for the establishment and operation of Wyndham Hotels and Resorts and Wyndham Grand hotels.

The Wyndham Garden System includes the Proprietary Marks described in Item 13 of this Disclosure Document. The System also includes standards, specifications, policies and procedures for the establishment and operation of Wyndham Garden Chain Facilities; reservation and property management systems; advertising, marketing and promotional programs; management and personnel training; operational standards, procedures and techniques as prescribed in our System Standards of Operation and Design manual and other manuals; and a quality assurance program. We may change any of these items to address new competitive conditions, to adapt to new technology, or to otherwise enhance the System. You must comply with our high standards and may be required to make future investments to do so.

Our signature service culture, *"Count On Me!"* characterizes our approach to hotel operations. It distinguishes us to our guests in 3 distinct areas of focus:

- To Be Responsive to the needs of every individual using compassion, empowerment and dependability.
- To Be Respectful in every way by being courteous, engaged and inclusive.
- To Deliver a Great Experience every time by being hospitable, prepared and personalized.

We grant franchises for Chain Facilities to property owners (See Item 15). Our form of Franchise Agreement is attached as Exhibit C-1. You may develop a new Chain Facility or you may convert an existing hotel to a Chain Facility. In either event, you must submit a Franchise Application (see Exhibit C-1) and pay the Application Fee described in Item 5. If we approve

your Application, we will issue a Franchise Agreement to you. As a condition of opening and operating the hotel as a "Wyndham Garden," you must satisfactorily complete the conversion or construction of the hotel (as contemplated by the Conversion Addendum or New Construction Addendum attached to the Franchise Agreement).

The Hospitality Industry. The hospitality industry is highly competitive. The System competes with other national full-service hotel systems and with regional and local hotels that offer services and lodging products comparable to those offered under the System, including the Lodging Affiliates. Some competitors of the System may be larger, may operate more hotels and may have greater resources than us. Your ability to compete in your market will depend in large part upon room rates, quality of accommodations, name recognition, service levels, your geographic area, specific site location, general economic conditions and the capabilities of your management and service team. Depending upon the location of your Facility, your sales may be seasonal.

Industry Specific Laws. You must comply with a number of federal, state and local laws and regulations which apply to businesses generally and to the construction and operation of hotels. These include environmental laws and those relating to zoning and construction, permits and licensing; public accommodations and accessibility by persons with disabilities; labor; occupational safety; fire safety; health and food storage, preparation and service; privacy and data security; and laws regulating the posting of hotel room rates and the registration and identification of guests. In addition to these laws, laws of general application may have special relevance to hotels. Your business is subject to state and federal regulations that allow the government to restrict travel and/or require businesses to close during state or national emergencies. Because your business is operated as a destination to which your customers must travel, your business can be affected by such orders more than others. Consult your attorney for more information on these and other laws.

Business Experience of Franchisor, the Lodging Affiliates and their Predecessors. We began offering franchises in April 2018. We do not own or manage any Facilities operating under the Proprietary Marks or System. We are not engaged in any activities other than franchising Chain Facilities and offering related products and services, such as restaurants and health spas, as described in this Disclosure Document. The Lodging Affiliates have been offering licenses or franchises for lodging facilities in the United States (including the continental United States, Alaska, Hawaii, and Puerto Rico) since the following dates:

Affiliate	Began Franchising	Predecessor Began Franchising	Number of Franchised Facilities in U.S. as of December 31, 2022
AMI	1994	-	215
BFS	2006	2004	521
DIH	2022	-	2
DIW	1992	1972	1,284
HSF	1996	1986	67
HJI	1990	1954	148

Affiliate	Began Franchising	Predecessor Began Franchising	Number of Franchised Facilities in U.S. as of December 31, 2022
LQF	2003	1968	901
MISF	1995	1988	293
RWI	1989	1954	298
SWI	1975	-	1,468
THI	1996	1966	340
TMH	2017	-	64
TRC	2017	-	0
TRYP	2011	2000	9
WES	2022	-	0
WII	1998	1995	180

We have not engaged in or offered franchises for business other than transient guest lodging facilities and related restaurants. The Lodging Affiliates have never offered franchises in businesses other than guest lodging facilities and related restaurants.

ITEM 2. BUSINESS EXPERIENCE

President and Chief Executive Officer: Geoff Ballotti

Mr. Ballotti has served as President and Chief Executive Officer of WHR since October 2017, and of Wyndham Hotel Group since March 2014. He holds similar positions with us and the Lodging Affiliates.

Manager, Executive Vice President, General Counsel and Secretary: Paul F. Cash

Mr. Cash has served as our Manager since December 2017 and as Executive Vice President, General Counsel and Secretary of WHR and Wyndham Hotel Group since October 2017. He holds similar positions with us and the Lodging Affiliates. In previous roles with our former affiliates, he served as Executive Vice President, General Counsel and Secretary for Wyndham Destination Network from March 2011 through September 2017.

Manager, Senior Vice President and Chief Accounting Officer: Nicola Rossi

Mr. Rossi has served as our Manager since December 2017 and as Senior Vice President and Chief Accounting Officer of WHR and Wyndham Hotel Group since October 2017. He holds similar positions with us and the Lodging Affiliates. In previous roles with our former affiliates, Mr. Rossi served as Senior Vice President and Chief Accounting Officer for Wyndham Worldwide from July 2006 until May 2018.

Chief Human Resource Officer: Monica Melancon

Ms. Melancon has served as Chief Human Resource Officer of WHR and Wyndham Hotel Group since March 2021. In previous roles with WHR or its affiliates, Ms. Melancon served as Group Vice President, Human Resources, Managed from March 2020 until March 2021, and

Vice President, Human Resources, Managed, from May 2018 until March 2020. Prior to that, Ms. Melancon served as Vice President, Employee Relations from August 2016 until May 2018 and Regional Employee Relations Manager from March 2015 until August 2016 for Irving, TX-based La Quinta Holdings, Inc.

Executive Vice President and Chief Financial Officer: Michele Allen

Ms. Allen has served as Executive Vice President and Chief Financial Officer of WHR and Wyndham Hotel Group since December 3, 2019. She holds similar positions with us and the Lodging Affiliates. In previous roles with WHR or its affiliates, Ms. Allen served as Executive Vice President, Financial Planning & Analysis and Treasurer of WHR, Wyndham Hotel Group and us from January 2019 through November 2019, and as Senior Vice President, Financial Planning & Analysis and Treasurer of WHR, Wyndham Hotel Group and us from June 2018 through December 2018. Before then, she served as Senior Vice President, Financial Planning & Analysis for Wyndham Worldwide from April 2015 until May 2018, and Senior Vice President, Financial Planning & Analysis for Wyndham Hotel Group from March 2012 until March 2015.

Executive Vice President and Chief Marketing Officer: Lisa Checchio

Ms. Checchio has served as Executive Vice President and Chief Marketing Officer of WHR and Wyndham Hotel Group since January 2019. In this role, Ms. Checchio oversees the planning, development and execution of the Marketing, Advertising, Loyalty initiatives, and Revenue Generation for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Checchio served as Senior Vice President and Chief Marketing Officer from May 2018 until January 2019, Senior Vice President, Global Brands from February 2017 until May 2018 and Vice President, Brand Marketing from August 2015 until February 2017.

Chief Information Officer: Scott Strickland

Mr. Strickland has served as Chief Information Officer of Wyndham Hotel Group since March 2017 and of WHR since May 2018. In this role, Mr. Strickland oversees information technology strategy and systems for us and the Lodging Affiliates.

Executive Vice President, North America Franchise Operations: Shilpan Patel

Mr. Patel has served as our Executive Vice President, North America Franchise Operations of Wyndham Hotel Group since October 2022. He holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates Mr. Patel served as Senior Vice President, Franchise Services from May 2020 until October 2022, Vice President, Retention and Relicensing from January 2016 until May 2020, Director, Retention and Relicensing from October 2014 through December 2015, and Director, International Finance from December 2010 until October 2014.

Senior Vice President – Marketing: Dana Rosenberg

Ms. Rosenberg has served as Senior Vice President, Marketing of Wyndham Hotel Group since September 2022. In this role, Ms. Rosenberg oversees the Wyndham Rewards loyalty program,

brand marketing, customer relationship management, global partnerships, market research and media for us and the Lodging Affiliates. Before then, Ms. Rosenberg served as Senior Vice President, Global Issuer Loyalty, Data & Services for Purchase, NY-based Mastercard from November 2019 until September 2022. Ms. Rosenberg was self-employed as a consultant from December 2018 until November 2019 in Westchester, NY, and served as Managing Director for New York, NY-based Teneo Holdings from June 2017 through November 2018.

Group Vice President – Global Contact Centers and Franchise System Support: Janesh Patel

Mr. Patel has served as Group Vice President, Global Contact Center and Franchise System Support for Wyndham Hotel Group since January 2021. In this role, Mr. Patel oversees the Global Contact Centers and leads the Franchise System Support teams for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Patel held the position of Vice President, Hotel Technology Client Support from March 2013 until January 2021.

Brand Leader: Keri Putera

Ms. Putera has served as our Brand Leader since March 2021. Ms. Putera has also served as Brand Leader for the Microtel Inn & Suites by Wyndham brand since January 2018. Ms. Putera has held multiple previous roles with Wyndham Hotel Group or its affiliates, including Brand Vice President for the Travelodge brand from November 2013 until January 2018, and Vice President, Operations for the Ramada brand from November 2013 until February 2015.

Senior Vice President – Franchise Operations, North America/Iconic Brand Field Operations Leader: Tracy Ripa

Ms. Ripa has served as Senior Vice President, Franchise Operations, North America of Wyndham Hotel Group since May 2020. As of January 2022, she also leads field operations for the AmericInn, Baymont, Days Inn, Howard Johnson, Microtel Inn & Suites by Wyndham, Ramada, Super 8, Travelodge, Wingate by Wyndham and Wyndham Garden brands. In previous roles with Wyndham Hotel Group or its affiliates, she served as Group Vice President, Franchise Operations and Quality from October 2018 until May 2020, Vice President, Franchise Quality from January 2016 until October 2018, and Senior Director, Franchise Quality from March 2012 until January 2016.

Wyndham and Wyndham Grand Brand Leader/Full Service Field Operations Leader: Jurgen Schafers

Mr. Shafers has served as Brand Leader for the Wyndham and Wyndham Grand brands since March 2021. As of January 2022, he also leads field operations for the Wyndham, Wyndham Grand, TRYP by Wyndham, Trademark Collection, and Registry Collection brands. Mr. Shafers has also served as Group Vice President, Managed Operations since June 2020. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Shafers served as Regional Vice President, Operations from May 2015 until June 2020.

Hawthorn and La Quinta Brand Leader/Select Service Field Operations Leader: Krishna Paliwal

Mr. Paliwal has served as Brand Leader for the Hawthorn brand since March 2021, and for the La Quinta brand since June 2019. As of January 2022, he also leads field operations for the ECHO Suites, La Quinta, and Hawthorn brands. Before then, he served as Senior Vice President, Design and Construction for us, Wyndham Hotel Group and the Lodging Affiliates from June 2018 until March 2021. Prior to that, Mr. Paliwal served as Senior Vice President Design and Construction for LQ Management from February 2008 through May 2018.

Vice President – Contracts Compliance: Suzanne Fenimore

Ms. Fenimore has served as Vice President, Contracts Compliance since February 2021. She holds similar positions with us, Wyndham Hotel Group and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, she served as Sr. Director, Contracts Compliance from October 2012 until February 2021.

Vice President – Hotel Integration: Melissa Butler

Ms. Butler has served as Vice President, Hotel Integration of Wyndham Hotel Group since August 2018. She holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Butler served as Senior Director, Hotel Integration from October 2012 until August 2018.

Vice President – Training and Development: Melissa DiBlasio

Ms. DiBlasio has served as Vice President, Training and Development of Wyndham Hotel Group since December 2019. She holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, she served as Senior Director, Learning and Development from July 2018 until December 2019, and Director, Learning and Development from September 2014 through July 2018.

Executive Vice President and Chief Development Officer: Carl (Chip) Ohlsson

Mr. Ohlsson has served as Executive Vice President, Chief Development Officer of Wyndham Hotel Group since October 2015. He holds similar positions with us and the Lodging Affiliates. Before then, he served as Vice President, North America of Stamford, CT-based Starwood Hotels and Resorts from February 2006 until October 2015.

Senior Vice President – Franchise Sales and Development: Stacey Nadolny

Ms. Nadolny has served as Senior Vice President of Franchise Sales and Development of Wyndham Hotel Group since September 2022. She holds similar positions with us and the Lodging Affiliates. Before then, Ms. Nadolny served as Managing Director for Chicago, IL-based HVS from January 2007 until September 2022.

Senior Vice President – Franchise Sales and Development: David Wilner

Mr. Wilner has served as Senior Vice President of Franchise Sales and Development of Wyndham Hotel Group since May 2018. He holds similar positions with us and the Lodging Affiliates. Before then, he served as Senior Vice President of Development of LQ Management from July 2011 through May 2018.

Senior Vice President – Franchise Sales and Development: Jared Meabon

Mr. Meabon has served as Senior Vice President of Franchise Sales and Development of Wyndham Hotel Group since May 2019. He holds similar positions with us and the Lodging Affiliates. Prior to that, Mr. Meabon served as Vice President, Development for Rockville, MD-based, Choice Hotels International from January 2015 until May 2019.

Except as otherwise indicated in this Item, each of the above persons, is based in our Parsippany, NJ offices while employed by us, the Lodging Affiliates, WHR, or Wyndham Hotel Group.

ITEM 3. LITIGATION[1]

Pending Litigation Against the Franchisor

None.

Pending Litigation Against the Lodging Affiliates

Norma Knuth v. Wyndham Worldwide Corporation, et al. (Court of Queen's Bench for Saskatchewan, Judicial Centre of Regina, QBG-2650/2014). On December 5, 2014, Plaintiff Norma Knuth filed a class action suit as a representative of all "persons, corporations, and entities, resident or situated in Canada . . . that paid a "Destination Marketing Fee" to a hotel in Canada owned, operated, or managed by one of the defendants." Plaintiff named Wyndham Worldwide, Wyndham Hotel Group, Days Inns Worldwide, Inc., Ramada Worldwide Inc., Super 8 Worldwide, Inc., Travelodge Hotels, Inc., and Wingate Inns International, Inc. (the "Wyndham Entities"), as well as several other hotel companies. Plaintiff claims that hotels in Saskatchewan and elsewhere in Canada have been charging a Destination Marketing Fee of 3% or 4% for various marketing fees that they should not be passing along to consumers. Plaintiff further alleges that hotel guests are not aware of the charge and are under no obligation to pay it, and that the name Destination Marketing Fee was intended to make guests believe it is a special government tax or fee. Plaintiff alleges each of the defendants owns, operates or manages the hotel which collects the fee. The causes of action are (i) violation of the Consumer Protection Act, (ii) negligence, (iii) unjust enrichment, and (iv) waiver of tort. Plaintiff seeks restitution in the amount of $403 million, general damages, punitive damages and interest. Plaintiff filed an Amended Statement of Claim on May 29, 2015, and a Second Amended Statement of Claim on December 14, 2015.

Lancs Hospitality LLC, et al. v. Days Inns Worldwide, Inc., et al., Superior Court of New Jersey, Law Division, Morris County (Docket No. MRS-L-001730-19). On August 13, 2019, former

[1] References to Wyndham Hotels and Resorts, LLC in this Item 3 mean our predecessor franchisor and not our ultimate parent, Wyndham Hotels & Resorts, Inc.

franchisee entities Lancs Hospitality LLC, S Boston Hospitality, LLC, HR Penn, LLC, and RHR Wildwood 423, LLC, along with their corresponding guarantors, Urjita P. Bhoola, Hemlata R. Jariwala, Rajendra Jariwala, Guarang Jariwala, and Abhishek Jariwala, (collectively, the "Jariwala Parties") jointly filed a complaint against Days Inns Worldwide, Inc., Ramada Worldwide Inc., and Howard Johnson International, Inc. (collectively, the "Wyndham Entities") in the Superior Court of New Jersey, Morris County, relating to four franchise agreements with the Wyndham Entities for the operation of four franchised guest lodging facilities. The suit asserts various allegations, including: (i) violation of the NJ Franchise Practices Act for constructive termination without good cause and imposing unreasonable standards of performance (as to Howard Johnson International, Inc., only); (2) breach of contract/breach of the implied covenant of good faith and fair dealing; (3) violation of the Virginia Retail Franchising Act for constructive termination without reasonable cause and using undue influence to induce plaintiff S Boston Hospitality, LLC to terminate its franchise agreement (as to Days Inns Worldwide, Inc., only). The Jariwala Parties seek compensatory, consequential, and punitive damages, interest, attorneys' fees, and costs. The Jariwala Parties also seek a declaratory judgment against the Wyndham Entities stating that due to the breach of contracts, the subject guaranties should be rescinded and the Jariwala Parties should have no liability under the subject franchise agreements. The Wyndham Entities filed counterclaims under the four franchise agreements for breach of contract, seeking liquidated damages, or in the alternative, actual damages, recurring fees, interest, attorneys' fees, and costs. This litigation was then consolidated with four cases previously filed by Days Inns Worldwide, Inc. and Travelodge Hotels, Inc. against franchisee Midlang Hospitality LLC, C.Z. Gabheraj, LLC, Hurp WL, LLC, and C. Gabheraj Hospitality, LLC, along with their corresponding guarantors, Urjita P. Bhoola, Prakash Bhoola, Hemlata R. Jariwala, Rajendra Jariwala, Guarang Jariwala, and Abhishek Jariwala, in the Superior Court of New Jersey, Morris County The Court granted the Wyndham Entities default judgment against the corporate Jariwala Parties, after their pleadings were stricken. The individual Jariwala Parties proceeded *pro se*. The Wyndham Entities' Motion for Summary Judgment against the individual Jariwala Parties is currently pending.

Janani Management, LLC v. Super 8 Motels, Inc. and Super 8 Worldwide, Inc. (Superior Court of New Jersey, Morris County Law Division, Case No. MRS-L-1120-22). On June 30, 2022, Janani Management, LLC ("Janani") filed suit against Super 8 Motels, Inc. and Super 8 Worldwide, Inc. ("SWI") seeing to obtain a declaratory judgment that it is has no remaining financial obligations to SWI under the franchise agreement. Specifically, Janani claims that it does not owe outstanding fees and liquidated damages for premature termination of the franchise agreement under the terms of the casualty and force majeure provisions of the franchise agreement. On October 10, 2022, SWI filed an Answer with Counterclaim for breach of contract and unjust enrichment, seeking damages arising from the premature termination of the franchise agreement, including liquidated damages and outstanding recurring fees owed at the time of termination.

La Quinta Franchising LLC. v. Shin Hospitality, Inc., Percy Pooniwala, and Dinaz Surtee (United States District Court for the District of New Jersey, Case No 2:22-cv-05183-CCC-MAH). On August 23, 2022, La Quinta Franchising LLC ("LQF") filed suit against defendants alleging breach of contract and unjust enrichment, and seeking liquidated damages, recurring fees, interest, attorneys' fees, and costs. On October 19, 2022, defendants filed an Answer with Counterclaim against LQF and a Third-Party Complaint against Wyndham Hotel Group, LLC and Wyndham Worldwide Corporation. The Third-Party Complaint has not yet been served. Defendants assert

claims for breach of contract, breach of the covenant of good faith and fair dealing, violation of the Minnesota Franchise Act, violation of the 2008 NASAA Guidelines for FDD, intentional misrepresentation, and negligent misrepresentation. Defendants seek a declaratory judgment rescinding any contractual relationship with LQF and also seek monetary damages, interest, attorneys' fees, and costs.

La Quinta Franchising LLC. v. Alsbury Hospitality, Inc., Percy Pooniwala, and Dinaz Surtee (United States District Court for the District of New Jersey, Case No 2:22-cv-05184-CCC-MAH). On August 23, 2022, La Quinta Franchising LLC ("LQF") filed suit against defendants alleging breach of contract and unjust enrichment, and seeking liquidated damages, recurring fees, interest, attorneys' fees, and costs. On October 19, 2022, defendants filed an Answer with Counterclaim against LQF and a Third-Party Complaint against Wyndham Hotel Group, LLC and Wyndham Worldwide Corporation. The Third-Party Complaint has not yet been served. Defendants assert claims for breach of contract, breach of the covenant of good faith and fair dealing, violation of the Minnesota Franchise Act, violation of the 2008 NASAA Guidelines for FDD, intentional misrepresentation, and negligent misrepresentation. Defendants seek a declaratory judgment rescinding any contractual relationship with LQF and also seek monetary damages, interest, attorneys' fees, and costs.

Resolved Litigation Against the Franchisor

Thomas Luca, Jr. v. Wyndham Worldwide Corporation, et al. (United States District Court for the Western District of Pennsylvania, Case 2:16-cv-00746-MRH). On June 6, 2016, Plaintiff Thomas Luca, Jr. filed a class action lawsuit against defendants Wyndham Worldwide, Wyndham Hotel Group, Wyndham Hotels and Resorts, LLC and Wyndham Hotel Management, Inc. (the "Wyndham Entities"). Plaintiff purports to bring the complaint on behalf of himself and: (i) as to resort fees, all United States citizens who have booked a hotel room through the Wyndham Entities' websites within the applicable statute of limitations and were charged one or more resort fees; and (ii) as to the Terms of Use provision, all United States citizens who have booked a hotel room through the Wyndham Entities' websites within the applicable statute of limitations. Plaintiff alleges violations of the New Jersey Consumer Fraud Act, through alleged misleading charging of resort fees, and violations of the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act ("TCCWNA"), through an allegedly unlawful Terms of Use provision on the Wyndham Entities' websites. On August 15, 2016, the Wyndham Entities filed motions to dismiss, and on February 15, 2017, the Court granted the motions to dismiss of Wyndham Worldwide and Wyndham Hotel Management, Inc., leaving Wyndham Hotel Group and Wyndham Hotels and Resorts, LLC as parties. Plaintiff filed a motion for class certification on October 15, 2018, which the remaining Wyndham Entities opposed on December 14, 2018. On January 16, 2019, the Court dismissed the TCCWNA claim from the case. Wyndham Hotel Group and Wyndham Hotels and Resorts, LLC entered into a settlement agreement with Plaintiff whereby a class was certified for settlement purposes and eligible class members will receive either $22 or 2,200 Wyndham Rewards points, and Wyndham will make certain display changes. The Court granted preliminary approval on October 18, 2019, and granted final approval on February 24, 2020.

Ronald Robinson v. Wingate Inns International, Inc. and Wyndham Hotels and Resorts, LLC (United States District Court for the District of New Jersey, Civil Action No. 2:13-cv-2468

(CCC)). On or about April 17, 2013, Ronald Robinson filed a complaint against Wingate Inns International, Inc. ("WII") and Wyndham Hotels and Resorts, LLC for violation of the Federal Trade Commission's Rule on Franchising (against Wyndham Hotels and Resorts, LLC solely), breach of contract (against WII solely), breach of the covenant of good faith and fair dealing, fraudulent inducement, and violation of the New Jersey Consumer Fraud Act, seeking damages and rescission of its franchise agreements. Plaintiff signed franchise agreements with WII and Wyndham Hotels and Resorts, LLC, though never opened a hotel pursuant to the agreements. After two amended complaints by Plaintiff and motions to dismiss by the defendants, as well as a counterclaim by defendants, the Court granted Wyndham Hotels and Resorts, LLC's motion to dismiss the breach of the covenant of good faith and fair dealing claim against it and granted defendants' motion to dismiss the fraud claims against them with prejudice on June 30, 2015. Plaintiff and WII settled the remaining claims for breach of covenant of good and fair dealing and breach of contract in May 2016 with payment coming to WII from Plaintiff.

Joyce Roberts, individually and on behalf of classes of similarly situated individuals v. Wyndham International, Inc., Wyndham Worldwide Operations, Inc., Wyndham Hotels and Resorts, LLC & Does 1-10 (Superior Court of the State of California, County of Santa Cruz (RG 12639589). On July 17, 2012, a purported class action complaint was filed against Wyndham International, Inc., Wyndham Worldwide Operations, Inc., and Wyndham Hotels and Resorts, LLC (the "Wyndham Entities"), alleging that Defendants surreptitiously recorded, monitored, or eavesdropped upon telephone conversations with consumers. Specifically, Plaintiff asserts two causes of action, alleging the defendants violated California's Invasion of Privacy Act (California Penal Code Section 630 et seq.) when it allegedly recorded one or more calls plaintiff made to the Wyndham Rewards toll-free number through which reservations can be made for Wyndham hotels and to the Wyndham central reservations call center, without disclosing to plaintiff the conversations would be recorded, monitored, or eavesdropped upon. Plaintiff purports to bring the complaint on behalf of herself and all California residents who participated in one or more telephone conversations with the toll-free reservation numbers from a cellular, cordless, or hardwired landline telephone located in California and whose calls were recorded, monitored and/or eavesdropped upon by the Wyndham Entities surreptitiously or without disclosure. The Wyndham Entities were served on August 31, 2012, and removed the case to the United States District Court, Northern District of California. On May 15, 2013, the Court entered an order whereby Plaintiff's claims were voluntarily dismissed as to defendants Wyndham International, Inc. and Wyndham Worldwide Operations, Inc., leaving Wyndham Hotels and Resorts, LLC as defendant. Plaintiff filed her motion for class certification on April 27, 2015. Defendant's opposition to the motion for class certification was filed on June 19, 2015. The parties reached a settlement before the class certification motion hearing took place, which had been scheduled for September 1, 2015, and thereafter executed a settlement agreement. The Court granted final approval of the settlement and entered an order on the same, dismissing the lawsuit, on October 27, 2016.

FTC v. Wyndham Worldwide Corporation, et al. (United States District Court for the District of New Jersey, Case No. 13-cv-1887 (ES)(JAD)). On June 26, 2012, the U.S. Federal Trade Commission ("FTC") filed a lawsuit in Federal District Court for the District of Arizona against Wyndham Worldwide, Wyndham Hotel Group, Wyndham Hotels and Resorts, LLC and Wyndham Hotel Management, Inc. (the "Wyndham Entities"), alleging unfairness and deception-

based violations of Section 5 of the FTC Act in connection with three prior cyberattacks involving a group of hotels operating under the Wyndham trade name. The parties settled the case by executing a Stipulated Order for Injunction, which does not hold the Wyndham Entities liable for any violations, nor require it to pay any monetary relief. The Court entered the Order and dismissed the case with prejudice on December 11, 2015.

Resolved Litigation Against the Lodging Affiliates

Jay Brodsky v. Hilton Worldwide Inc., et al. (United States District Court for the District of New Jersey, Case 2:18-cv-13045-KM-JBC). On August 20, 2018, plaintiff Jay Brodsky filed an individual lawsuit against numerous hotel industry companies, including "Wyndham Hotels" Plaintiff alleged a per se violation of the Sherman Antitrust Act (in the form of bid rigging and a group boycott), and in the alternative, a violation of the Sherman Act by unreasonably restraining trade among 60% of the market for the online sale of hotel rooms in connection with alleged arrangements between defendants, and between defendants and certain OTAs, to eliminate competitive bidding for branded keywords in connection with advertising. Specifically, plaintiff has alleged that each of the defendants agreed to refrain from using online advertising methods to compete for consumers, by preventing competitors from bidding for online advertising that uses competitors' brand names. Defendants jointly settled for $7,000 payment ($1,400 as to Wyndham Hotels) to Mr. Brodsky on February 22, 2019, resulting in a dismissal of the action.

Percy Pooniwala and Dinaz Pooniwala v. Wyndham Worldwide, Inc., et al. (United States District Court for the District of Minnesota, Case No. No. 0:14-cv-00778). On February 28, 2014, plaintiffs served a complaint upon Super 8 Worldwide, Inc., Travelodge Hotels, Inc., Days Inns Worldwide, Inc., and Wyndham Worldwide Operations, Inc. (the "Wyndham Entities") in the Fourth Judicial District, County of Hennepin, State of Minnesota, asserting allegations including (i) violation of the Minnesota Franchise Act; (ii) breach of contract; (iii) breach of the implied covenant of good faith and fair dealing; and (iv) retaliation. Plaintiffs' claims related to four franchise agreements with the Wyndham Entities for the operation of Super 8, Travelodge and Days Inn franchised guest lodging facilities in Minnesota, and one proposed location that did not result in an executed franchise agreement. Plaintiffs allege that the Wyndham Entities wrongfully terminated, or were in the process of terminating, several of plaintiffs' franchised sites because plaintiffs did not agree to settle a separate lawsuit pending in New Jersey. Plaintiffs sought damages in excess of $150,000.00, as well as the recovery of attorneys' fees. The Wyndham Entities filed counterclaims under the four franchise agreements and the location that did not result in an executed franchise agreement, including breach of contract and violations of the Lanham Act, seeking actual damages, liquidated damages, recurring fees and attorneys' fees and costs. The parties reached a settlement in August 2015 as part of which plaintiffs made payments to the Wyndham Entities in the amount of $220,000 made in monthly payments from November 2015 until April 2017 and the case was dismissed on September 25, 2015.

Presidential Hospitality, LLC, Ace Development, Inc. and Sam Blue v. Wyndham Hotel Group, LLC, Baymont Inn & Suites Franchise Systems, Inc. and Microtel Inn and Suites Franchising, Inc., (State of New Mexico, County of San Juan, Eleventh Judicial District Court, Case D-1116-CV-2017-01329). Plaintiffs were parties to a license agreement and guaranty with Microtel Inn and Suites Franchising, Inc. ("MISF") for the operation of a Microtel guest lodging facility. On August 1, 2017, MISF filed a complaint in the United States District Court for the District of New

Jersey against the plaintiffs for breach of contract seeking damages for outstanding recurring fees (the "NJ Action"). On September 12, 2017, the plaintiffs filed a complaint against Wyndham Hotel Group, LLC, Baymont Inn & Suites Franchise Systems, Inc. and MISF (the "Wyndham Entities") alleging claims for violation of the New Mexico Unfair Practices Act, fraudulent inducement and negligent misrepresentation, and seeking rescission of the license agreement (the "New Mexico Action"). On September 25, 2017, the plaintiffs filed a First Amended Complaint against the Wyndham Entities alleging claims for violation of the New Mexico Unfair Practices Act, fraudulent inducement and negligent misrepresentation, and seeking injunctive relief and damages. On September 27, 2017, MISF filed an Amended Complaint in the New Jersey action, asserting claims arising from the termination of the license agreement. The Wyndham Entities filed a motion to transfer venue of the New Mexico Action to New Jersey and consolidate it with the NJ Action, which the Court ultimately granted. Plaintiffs filed a motion to stay the New Jersey Action or, in the alternative, to dismiss for lack of personal jurisdiction, or to transfer it to New Mexico, which we opposed. The Court denied the plaintiffs' motion to stay or transfer the New Jersey Action, and held their motion to dismiss in abeyance. In September 2018, the plaintiffs agreed to settle both the New Jersey Action and the New Mexico Action, with payment to the Wyndham Entities, and both actions were dismissed with prejudice.

Loren Stone v. Howard Johnson International, Inc. & Does 1-10 (United States District Court for the Central District of California (Los Angeles), CV. 12 1684). On February 28, 2012, a purported class action complaint was filed against Howard Johnson International, Inc. and several fictitious defendants, alleging that defendants surreptitiously recorded telephone conversations with consumers. Specifically, plaintiff asserted three causes of action, alleging defendants (i) violated California's Invasion of Privacy Act (California Penal Code Section 630 et seq.); (ii) violated the common law right to privacy; and (iii) acted negligently. Plaintiff purported to bring the complaint on behalf of himself and "all other California residents whose telephone conversations were surreptitiously recorded by defendants between July 13, 2006 and the present." Plaintiff amended his complaint to add Wyndham Hotel Group on May 10, 2013. The parties reached a settlement and executed a written settlement agreement with Wyndham Hotel Group, LLC denying any allegations of liability or wrongdoing and paying $1,500,000.00 into an account administered by the Claims Administrator. The court approved the settlement and the case was dismissed on November 30, 2015.

FFC Capital Corporation v. Wyndham Hotel Group, LLC (Court of Common Pleas of Allegheny County, Pennsylvania) (G.D. No. 14-003150). This lawsuit was filed on February 28, 2014, in Pennsylvania State Court, Allegheny County. FFC Capital Corporation ("FFC") and Wyndham Hotel Group entered into a letter agreement on February 8, 2008 (the "Letter Agreement") as to proposed acquisitions by affiliates of FFC of twenty-two Wyndham Hotel Group-branded hotels. The twenty-two hotels filed for voluntary bankruptcy in 2010. FFC sued for breach of contract under the Letter Agreement, arguing that Wyndham Hotel Group failed to pay service fees allegedly owed as to transfers of twenty-one of the twenty-two hotels. The parties entered into a settlement agreement on January 22, 2015, as part of which Wyndham Hotel Group made no admission of liability and paid FFC $260,000 and the case was dismissed.

Litigation Against Franchisees Commenced in the Past Fiscal Year

Litigation Against Terminated Franchisees for Non-Payment of Outstanding Amounts Owed:

Case Name	Date Complaint Filed	Court	Docket Number
WYNDHAM FRANCHISOR, LLC, a Delaware Limited Liability Company vs. MAYFLOWER BUSINESS GROUP, LLC, a New York Limited Liability Company; WEIHONG HU, an individual; and XIAOZHUANG GE, an individual	03/02/2022	The United States District Court for District of New Jersey	2:22-cv-01133
WYNDHAM FRANCHISOR, LLC, a Delaware Limited Liability Company vs. W GREEN HOTEL GROUP, LLC, a New Jersey Limited Liability Company; and LI HUI LO, an individual	08/15/2022	The Superior Court of New Jersey, Morris County	MRS-L-001431-22

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

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

Application and Initial Franchise Fees

All prospective franchisees must complete an application for a Wyndham Garden® franchise (a "Franchise Application") and forward it to us for our review. A copy of the Franchise Application appears at the end of Exhibit C-1. You must pay us a $2,500 "Application Fee" when you submit your Franchise Application. It is non-refundable unless your application is not accepted due to proximity of the proposed site to another Chain Facility. You must pay an "Initial Franchise Fee" to us when you sign the Franchise Agreement. The Initial Franchise Fee for a new construction or conversion Chain Facility is equal to the greater of $35,000 or $350 per room. If we approve your Franchise Application, the Application Fee will be credited towards your Initial Franchise Fee. We do not intend to refund any Initial Franchise Fee. If we defer payment of all or a portion of the Initial Franchise Fee, you will sign the "Initial Franchise Fee Note" found in Exhibit C-1. In 202, Initial Franchise Fees ranged from $16,250 to $39,500.

The Initial Franchise Fee paid by franchisees of new construction and conversion facilities covers, in part, certain onboarding services, including:

> Integration Services – Our quality team will perform an initial inspection of your property and integration visit and our field team will provide initial training on and assistance with hotel operations topics including Systems Standards and using the System's intranet site. We will also provide training through various online courses on subjects such as quality assurance, housekeeping, preventative maintenance, customer service and the RFP process. The value of these Integration Services is $5,000.

Transferees of existing Chain Facilities and franchisees renewing their franchises must pay an Application Fee, as well as a "Relicense Fee" (instead of an Initial Franchise Fee), which is equal to the greater of $35,000 or $350 per room. We may negotiate a lower Relicense Fee with you for a subsequent transfer or a renewal at the time the parties sign the original, transfer or renewal Franchise Agreement, when business circumstances warrant. Relicense Fees are not refundable.

In 2022, the Relicense Fee for all transfer franchises was $35,000. This excludes any Administrative Assignments and any transfer franchises in which the transferor had previously negotiated a reduced Relicense Fee in their original Franchise Agreement with us. Also excluded were temporary operating agreements entered into with financial institutions and agreements entered into with receivers. There were no franchise renewals in 2022.

If you assign the Franchise Agreement, with our consent, to an entity affiliated with the initial franchisee using the Assignment and Assumption Agreement included in Exhibit C-1 (an "Administrative Assignment"), we will charge you a flat non-refundable administrative Relicense Fee of $5,000, which includes your Application Fee. If the Franchise Agreement is being assigned to a financial institution or a court-appointed receiver, with our consent, the non-refundable Administrative Relicense Fee is $7,500, and includes the Application Fee.

We may negotiate the amount, payment terms and payment of any of the above fees when business circumstances warrant.

Mandatory Support Services and Fees

Franchisees purchasing new construction or conversion facilities must participate in the following required programs:

General Manager Certification – We will provide training for your general manager in our Hospitality Management Program. The fee for this mandatory training program is $2,250, which will be billed within 90 days following the Opening Date of the Facility. Your general manager must successfully complete this training program before you open a new construction facility or, for a conversion facility, within 90 days after the Opening Date. If your initial general manager does not complete the Hospitality Management Program within the required time period, you must also pay the tuition then in effect at the time your general manager completes the program. This training may be offered in i) a hybrid, in-person and virtual format or ii) a virtual-only format.

Opening Training – We will provide Opening Training for your staff. This training is conducted on site at your Facility anywhere from two weeks prior to, or up to 90 days after, the Facility's Opening Date. The tuition and facilitator costs for Opening Training are included in your Continuing Education Fee. The duration of this training is dependent on the size of your Facility and can vary from 1 – 5 days.

Continuing Education – We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team is $4,000 per year. This fee includes (i) the tuition for two regional workshops, (ii) the tuition for one additional attendee to HMP in your first Franchise Year and one

attendee in each subsequent Franchise Year , (iii) tuition and facilitator costs for up to 5 days of on-site Opening Training, (iv) access to Wyndham University, WHR's learning management system, for your entire hotel team, (v) service culture support and training materials, and (vi) access to exclusive leadership development content.

Digital Photographs – We will arrange for digital photographs to be taken of the Facility by our preferred professional photography company for use on our consumer website, third party travel websites, and various marketing media. The fee for the standard photo package is $2,750. Third party channels may require rooms with certain attributes to be photographed. To meet those requirements, additional photos may be purchased at a cost of $225 for each additional room type.

All franchisees, including those of transfer facilities and those renewing their franchises, are required to participate in Continuing Education, to send their initial general manger to our Hospitality Management Program, and to pay the fee for such programs, as described above. However, renewal franchisees may be exempt from our Hospitality Management Program, provided their general manager has completed the training within the last eight years.

Franchisees of conversion, transfer, and renewal facilities must participate in the following program:

Property Improvement Plan – We will conduct an initial inspection of the hotel, develop a property improvement plan "PIP", a list of property improvements needed to meet System Standards, recommend vendors for equipment and supplies and conduct one-follow up inspection. The fee for this Property Improvement Plan is $2,500.

Property Management Systems

You must procure computer hardware and a software license so that the Facility can communicate with the Central Reservation System. We have approved a property management system ("PMS") under our technology standard, which is provided by a third party through a contract with us: the OPERA® system from Oracle Hospitality ("Oracle"). When choosing your OPERA PMS level, you must sign the Master Information Technology Agreement ("MITA") with us along with the applicable PMS Schedule. The PMS Schedule will include any required or optional services and fees, including monthly support, services and interface fees paid after opening. See Exhibit C-2. The hardware for the PMS may be purchased from any source so long as it meets our technology standards and minimum technical requirements. See Item 11 for a description of the approved PMS.

When you choose the OPERA PMS, you must pay a one-time non-refundable Set-Up and Implementation Fee ranging from $15,100 to $28,425 plus additional amounts for interfaces that may be required, depending on which level of OPERA system you select. This fee includes on-site deployment, installation, and training and must be paid at least 30 days before the Opening Date of the Facility. You will be required to subscribe to any future OPERA upgrade when it becomes available, which may include additional or different services and fees, and you may be required to execute a new OPERA Schedule to the MITA, or amend your current OPERA Schedule. (Exhibit C-2)

If you purchase an existing Chain Facility with a PMS, we may require you to upgrade it or purchase a new PMS to meet our current configuration requirements, at your cost. If no upgrade is needed, and you purchase an existing Chain Facility with a PMS, you must pay a $3,900 transfer fee for the OPERA PMS, plus possible additional fees for changes in the number of guest rooms in the Facility and/or changes to the number of interfaces the OPERA PMS uses.

If you are a transferee of a Chain Facility with a current PMS that meets our technology standards, we offer optional PMS recertification training for your Facility remotely at a fixed cost of $500. You may also request additional OPERA PMS training at a cost of up to $10,000 for up to seven trainer days depending upon the number of staff that need to be trained and whether the training is conducted on-site or remotely. You are responsible for travel and lodging expenses for our trainer(s) if the training is provided at the Facility.

Set up of PMS systems and their associated ongoing fees are non-refundable.

Design and Project Review Services

We will provide you with an interior design prototype for the construction, renovation or furnishing of the Facility. In addition, for new construction facilities, we will provide review of both preliminary and final plans for construction of the Facility and up to two site visits from our Hotel Integration team to ensure compliance with System Standards as the project is constructed.

Franchisees of conversion and new construction facilities must complete pre-opening improvements or construction of the Facility by the date specified in the Franchise Agreement. If we choose to grant an extension of any deadline, including the Facility's Opening Date, you must pay us a non-refundable extension fee of $10,000. The extension fee is due within 10 days of the Facility's Opening Date. We may negotiate the amount, payment terms or charging of this fee with you when business circumstances warrant.

You can purchase furniture, fixtures, equipment and other supplies which you may need before opening the Facility through WSSI's "Approved Supplier" programs. However, if you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may charge you a non-refundable Custom Interior Design Review Fee, for our review of custom interior design drawings or of a model room and one site visit. You must submit to us your design drawings to ensure compliance with our interior design standards. The Custom Interior Design Review Fee is currently $6,000, but is subject to increase in the future.

ITEM 6. OTHER FEES

Type of Fee [1]	Amount	Due Date	Remarks
General Fees			
Royalty Fee	5% of Gross Room Revenues ("GRR").[2]	By the 3rd day of the month, for preceding month.	Payable from Opening Date until the expiration or sooner termination of your Franchise Agreement.
Marketing and	3% of GRR.	By the 3rd day	You pay this Fee to fund national and

Type of Fee [1]	Amount	Due Date	Remarks
Global Sales Fee		of each month for preceding month.	other tiered marketing programs, our national sales department which solicits group sales, convention, corporate and other business at Chain Facilities, and operation programs.
Taxes	Amount assessed by federal, state and local tax authorities.	When we invoice you.	You must pay an amount equal to any sales tax, gross receipts tax or similar tax imposed with respect to any payments required under the Franchise Agreement, unless the tax is credited against income tax otherwise payable by us. You shall have no obligation for any tax which is based upon the net income of us.
Design and Renovation Service Fees			
Expansion Fee	Then-current Initial Franchise Fee per room times the number of rooms proposed to be added.	With request for expansion.	The franchise is only for the number of guest rooms specified in the Franchise Agreement. If you wish to expand, we must approve the expansion and you must pay an additional fee. We will refund the fee (minus a processing charge) only if we do not approve your request.
Custom Interior Design Review Fee	Currently, $6,000.	When we invoice you.	If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may assess you a Custom Interior Design Review Fee for our review of custom interior design drawings and one site visit. You must submit to us design drawings to ensure compliance with our interior design standards.
Property Improvement Plan Preparation Fee	Currently, $1,500 per request.	When we invoice you.	This fee is charged if we have to prepare any PIP for the Facility, post opening.
Training and Conferences			
General Manager Certification	Currently, $2,250.	When we invoice you before training.	Your initial general manager must attend our Hospitality Management Program within 90 days of your Opening Date. [3](See Item 11)
General Manager Certification Additional	Currently, $1,400.	When we invoice you before training.	Additional employees of the hotel may accompany the general manager to the Hospitality Management Program, for an additional charge

Type of Fee [1]	Amount	Due Date	Remarks
Attendee Fee			(one additional attendee in your first Franchise Year is included in your Continuing Education charge). (See Item 11)
On-Site Opening Training	The tuition and facilitator costs for Opening Training are included in your Continuing Education Fee.	When we invoice you.	This training is mandatory for new construction and conversion Facilities and must be completed within 90 days of opening. Training varies from 1-5 days depending on the size of your Facility. (See Item 11)
Wyndham Connections Training	Currently, no fee for first attendee and $1,000 for each additional attendee.	When we invoice you, if you send an additional attendee.	This training may be held for owners who have not previously owned a Chain Facility or a Lodging Affiliate Chain Facility. [3] (See Item 11)
Remedial Training	Online: up to $250. On-site: $750 to $1,250.	When we invoice you.	We may require you, the general manager and/or a staff member to participate in a remedial customer experience assessment or training. (See Item 11)
Product Quality Training	On-site: $1,500 for 1 day; up to $3,000 for 2 to 5 days; and up to $5,000 for 6 to 10 days.	When we invoice you.	For additional and/or repeated instances of cleanliness or service failures, we reserve the right to require additional training. You are responsible for cost of travel and lodging for facilitators. (See Item 11)
Continuing Education	Currently, $4,000 per year.	When we invoice you.	You must pay for access to our Continuing Education training material. It includes on-site Opening Training, an additional attendee to HMP the first year and one attendee each year thereafter, regional workshops, service culture support materials, and access to Wyndham University. This fee is subject to increase in the future. (See Item 11)
Conference Fee	Currently, $1,250 - $1,500.	Before Conference.	The System Conference fee is currently $1,500 for the first attendee, which will be automatically billed to you and $1,250 for each additional attendee. Our only current meeting requirement is that your General Manager attends our Conference. The Conference may be held as part of a multi-brand conference with

Type of Fee [1]	Amount	Due Date	Remarks
			other Lodging Affiliates. (See Item 11)
Job Posting Fee	Currently, $100 per posting for a 30-day placement.	When we invoice you.	We offer an optional job-posting opportunity for franchisees to recruit for openings at your Facility on a central platform with other Chain Facilities and Wyndham-branded hotels. We may offer bundled packages that include multiple postings and extended placement.
Sales, Marketing and Distribution Programs			
GDS Fees	$7.75 per reservation.	When we invoice you.	GDS Fees are based on reservations booked through the Global Distribution Systems ("GDS") administered by third-party vendors. Subject to modification to reflect changes in third party fees and our cost (including overhead) of providing the service and new service offerings.
Third Party Channel Fee	$2.25 per reservation.	When we invoice you.	Based on those reservations booked with our distribution partners and processed directly or indirectly through our distribution platform. Subject to modification as existing reservation channels are modified, partners are added to existing channels or new reservation channels are established.
Internet Booking Fees	$2.25 per reservation.	When we invoice you.	Internet Booking Fees are based on reservations booked through an alternate distribution system. Subject to modification to reflect changes in third party fees and our cost (including overhead) of providing the service, and new service offerings.
Agency Commissions	Up to 20% of GRR.	When we or an Agency invoice you.	Reimburses us for Agency Commissions we pay on your behalf plus related administrative costs. Includes commissions for travel agents, online travel and referral websites, travel consortia, travel management companies and global sales agents. 20% limit is generated on qualifying consumed reservations and subject to modification to reflect

Type of Fee [1]	Amount	Due Date	Remarks
			changes in the commissions we pay on your behalf.
Agency Commission Service Charge	1.5% of commissionable revenue.	When we or an Agency invoice you.	The standard Service Charge is 1.5% on certain group sales and commission activities booked and consumed by agencies. Subject to modification to reflect changes in our costs.
Member Benefits Commissions	Up to 10% of GRR.	When we invoice you.	Based on reservations booked and consumed through our Member Benefits Program.
Member Benefits Commission Service Charge	1.5% of commissionable revenue.	When we invoice you.	The standard Service Charge is 1.5% on certain group sales and commission activities booked and consumed through member benefits programs. Subject to modification to reflect changes in our costs.
Digital Pay-For-Performance ("PFP") Commission	Up to 10% of GRR.	When we invoice you.	The PFP commission is currently 7% but can be up to 10%. All Chain Facilities must participate in the self-funding PFP program, under which franchisees are charged a commission for consumed reservations booked via (i) links to the Chain website or (ii) unique call center numbers generated from search engines, local business review and social websites, other internet websites, mobile sites and applications. These commissions are used to purchase the key words, business listings and display ads that drive consumers to the Chain website and call center. The PFP commission is in addition to all other applicable fees associated with the reservation.
Everyone Sells Group Referrals Program	10% of commissionable revenue.	When we invoice you.	When the referring party is a Chain Facility or facility of an affiliate, 7% of the referral commission paid to the referring facility; when the referring party is an employee of our parent company or its predecessor, 6% of the referral commission paid to the employee. The remaining 3% and 4%, as applicable, is distributed to our Global Sales Organization to offset its administrative and overhead

Type of Fee [1]	Amount	Due Date	Remarks
			costs for supporting the Everyone Sells Group Referrals Program.
Global Translation Fee	Currently, $200 per language.	When we invoice you.	Your property's website will be translated in both English and Spanish. If you wish to have another translation, you will pay a fee for each additional language.
Signature Reservation Service Fee	Currently, 3.5% of the amount of GRR booked.	When we invoice you.	As part of our Signature Reservation Service ("SRS"), certain consumers seeking to make a reservation at your Facility or any other Wyndham-branded facility enrolled in SRS are directed automatically to our professionally trained agents to book their reservation. You are required to participate in the SRS program. (See Item 11)
Standard Revenue Management Services	Currently, 0.75% of GRR with a minimum of $645 and maximum of $1,195 per month.	As indicated on the invoice or, if not indicated, 15 days after receipt.	Standard Revenue Management is an optional bi-weekly service. If you opt into Revenue Management Service, your Facility will be assessed to determine the most suitable service level based on a variety of factors including market, room count and occupancy rate. (See Item 11)
Premium Revenue Management Services Fee	Currently, 1.00% of GRR with a minimum of $1,395 and maximum of $2,450 per month.	As indicated on the invoice or, if not indicated, 15 days after receipt.	Premium Revenue Management is an optional weekly service. If you opt into Revenue Management Service, your Facility will be assessed to determine the most suitable service level based on a variety of factors including market, room count and occupancy rate. (See Item 11)
Brand Offer Pages	$2,500 per year.	When we invoice you.	We will offer to you, on an optional basis, a service to create and maintain dynamic offer pages on brand.com. A single offer page will be created that lists all local and national offers. These offers can be changed on a monthly basis. The fee for this service is $2,500 per year.
STR Report Fee	$750 per year.	When we invoice you	The annual subscription includes weekly and monthly reports from Smith Travel Research.
Remote Sales	$1,400 per month.	When we	We offer an optional service to

Type of Fee [1]	Amount	Due Date	Remarks
Service		invoice you.	provide remote sales services for your Facility. Under the service, a designated representative will respond to sales leads and solicit new business for your Facility. (See Item 11).
Groups360 Booking Fee	Currently, 6% of GRR booked via the Groups360 platform.	When we invoice you.	Groups360 is a group booking platform that allows guests to make group bookings directly at your Facility. Participation is currently optional but may be mandatory in the future. Of the 6% fee, a portion is remitted to Groups360 and a portion is retained by us.
Guest Loyalty and Satisfaction Fees			
Loyalty Program Charge [4]	4.25% - 5.5% of all amounts on which members earn points or other program currency.	Payable after a member is awarded points at the Facility and upon receipt of our invoice.	The amount of your Loyalty Program Charge may vary within the stated range based on the number of Wyndham Rewards Valid Enrollments obtained by your Facility during a defined measurement period, as described in the Front Desk Guide. Loyalty Program Fees fund the costs associated with operation, customer support, technology and marketing of the Wyndham Rewards guest loyalty programs.
Loyalty Missed Valid Enrollment Fee	Up to $1,200 per calendar quarter (or $400 per month). Currently, $750 per calendar quarter (or $250 per month).	Payable upon receipt of our invoice	If your Facility repeatedly fails to achieve a required number of Wyndham Rewards Valid Enrollments during a defined measurement period, as described in the Front Desk Guide, you must pay us a Missed Valid Enrollment Fee.
Loyalty Member Services Administration Fee	Currently, $50 per complaint.	Payable upon receipt of our invoice.	You must pay this fee if you do not process a member's points in a timely manner and we resolve the issue with the member.
Customer Care Fee	$195 plus resolution costs.	When we invoice you.	The Customer Care Fee is currently $195 plus resolution costs if you do not respond to a guest's complaint to resolve within the time frame we establish, currently 72 hours, after we notify you, and if we become

Type of Fee [1]	Amount	Due Date	Remarks
			aware of complaints posted on third-party travel websites, distribution channels, blogs, social networks and other forums to which you do not respond. We can modify the Customer Care Program from time to time including its operation and fees.
Best Rate Guarantee Processing Fee	Currently $195 per instance.	When we invoice you.	You must pay us the Best Rate Guarantee Processing Fee if we, or a guest, finds a lower publicly available rate on the Internet than you have provided to us, for the same date at your Facility. We reserve the right to monitor your rates, and continued non-compliance may also result in suspension from certain Marketing programs.
Property Management and Technology			
Mobile Operations Program ("MOP")	Currently, $0.60 per guestroom per month.	Monthly when we invoice you.	MOP is a mobile device-based system for managing housekeeping and maintenance functions at your Facility. This program is currently optional but we may mandate in the future. The setup fee is included in the OPERA PMS Setup Fees.
Emergency Safety Device ("ESD")	Currently, $35 per month	Monthly when we invoice you.	This fee is for MOP users only. This optional feature of the MOP system provides panic button functionality for your hotel staff on MOP-enabled mobile devices.
Guest Interaction Texting System	Currently, $0.85 per guestroom per month.	Monthly when we invoice you.	This fee is for MOP users only. This optional feature of the MOP system enables your Facility to connect with guests via texts to their mobile devices.
OPERA PMS Set-Up and Implementation Fee	Currently, $15,100 – $28,425, depending on which level of OPERA system you choose.	Due at least 30 days before the Opening Date.	This fee is for facilities using an OPERA Cloud-based Model PMS and includes on-site deployment, installation, and training and certain interfaces. (See Item 11)
OPERA PMS Monthly Support and Service Fee	$8.50 - $11.25 per room/per month.	Monthly when we invoice you.	This fee is for facilities using an OPERA Cloud-based Model PMS and includes monthly support, HTCS and CRISP services, database backup and hosting fees and certain

Type of Fee [1]	Amount	Due Date	Remarks
			interfaces. (See Item 11)
Standard and Premium Automated Revenue and Rate Management Fees (RevIQ) for OPERA	Currently, $750 setup fee, plus $177 per month for standard service and $205 per month for premium service.	When we invoice you.	We offer, as an option and for a fee, standard or premium service levels of an automated revenue and rate management solution to be used in conjunction with your OPERA PMS. (See Item 11)
Preventative Maintenance	Currently, up to $1,500 per year.	When we invoice you.	If you require assistance tracking your preventative maintenance needs, as measured by your Facility (i) receiving a failing score on a quality assurance inspection or (ii) receiving an average Medallia overall score for the preceding 12 month period less than 6.0, (or its then equivalent score) we will require you to subscribe to engage a third party for preventative maintenance service, including a mobile application, provided by a third party to help you manage your housekeeping and maintenance processes. We may offer as an option or, in the future, mandate a certain program or provider. (See Item 11)
Wyndham WIFI® Hotel Connectivity Solutions® Support (HCS)Fee	Currently, $0.85 per room per month.	Monthly, when we invoice you.	If you choose to utilize Wyndham WIFI, you will pay the HCS Support fee to us. Equipment and installation of the WIFI solution is contracted and paid to a designated third-party vendor. (See Item 11)
Remedies, Non-Compliance and Other			
Opening Date Extension Fee	$10, 000.	Within 10 days of the Opening Date.	Payable any time we agree to extend your opening deadlines beyond those dates established in Schedule D of the Franchise Agreement.
Interest	Lesser of 1.5% per month or the maximum rate permitted by law.	When we invoice you.	Payable on any amount of Recurring Fees not paid by due date.
Returned Check Fee	Currently, $100 for each occurrence.	When we incur or demand costs.	Includes checks you submit to us that are dishonored by your bank or other financial institution.

Type of Fee [1]	Amount	Due Date	Remarks
Paper Check Fee	$160 processing fee per each occurrence.	When we invoice you.	See footnote 1 below.
Reconnection Fee	Currently, $4,000.	When we invoice you.	You must pay this fee to re–establish SynXis CR reservation service if we suspend the service because of your default under your Franchise Agreement or for any reason.
Audit Costs	Costs and expenses of audit.	When we invoice you.	If understated amount is 3% or more of total amount owed during a 6-month period.
Quality Assurance Inspection Fees	Currently, $1,400 for initial inspection. Currently, $2, 500 for the first failure, $3,000 for the second failure, and $3,500 for the third and any additional failures.	When we invoice you.	You must pay our current Reinspection Fee for each reinspection we must conduct as a result of the Facility failing any required quality or improvement inspection. We may increase the Reinspection Fee in the future. We may also charge you for the travel, lodging and meal expenses of the quality assurance inspectors on reinspections.
PIP Reinspection Fee	Currently, $2,500.	When we invoice you.	If you fail your initial PIP inspection, you will be charged $2,500. When we return to the Facility for a reinspection, if you have completed the PIP, we will not charge you the Reinspection Fee (as described above). If you have not completed the PIP at the time of your reinspection, you will be charged the Reinspection Fee in addition to the PIP Reinspection Fee already charged.
Three Party Agreement / Comfort Letter Fee	Currently, $1,000 per request.	When we invoice you.	Charged for each Three Party Agreement / Comfort Letter request.
Indemnification	Will vary under circumstances but likely to include cost of defending and resolving indemnified claims.	On demand.	You must indemnify us and our Affiliates when certain of your actions result in losses to us or them.
Condemnation Payments [5]	Royalties and Marketing and Global Sales Fees for	30 days after Chain Facility	You must give one year's notice of termination for condemnation. Fee

Type of Fee [1]	Amount	Due Date	Remarks
	one year after notice of Condemnation or to the date of Condemnation, whichever is longer.	condemnation is completed.	payments continue until the Chain Facility is actually taken by public authority.
Liquidated Damages	Greater of $3,000 per guest room or the average monthly Royalty Fees and Marketing and Global Sales Fees for the 12 months preceding termination, multiplied by 36. If there are fewer than 36 months remaining in the unexpired Term at the date of termination, then Liquidated Damages shall be an amount equal to the average monthly Royalty Fees and Marketing and Global Sales Fees for the 12 months preceding termination, multiplied by the number of months remaining in the unexpired Term.	Within 10 days from the date of termination.	Room count is based on rooms we authorize you to open, regardless of any room reductions at the Facility. For pre-opening termination, reduced to one-half of formula amount. If the Facility has been open for fewer than 12 months, then the amount will be the average monthly Royalty Fees and Marketing and Global Sales Fees since the Opening Date multiplied by 36. Payable for termination under causes specified in the Franchise Agreement.
De-Identification Fee [6]	$2,000 per day.	Upon demand.	If, following termination of your franchise, you fail to comply with the de-identification obligations under your Franchise Agreement and our procedures.
Enforcement Costs	Will vary.	As incurred.	You must pay our enforcement costs (including reasonable attorneys' fees) if you do not comply with the Franchise Agreement.

[1] Unless otherwise indicated, all fees are (i) imposed and collected by us, (ii) payable to us, (iii) non-refundable, and (iv) uniformly imposed. We may reserve the right to increase, modify, or change certain fees in the future as provided for in the Franchise Agreement. We require you to pay all Recurring Fees and other fees and charges online via our self-service, electronic invoice presentment and payment tool, accessible through a centralized online platform, or through other technologies or other means as we may establish. In the online environment, payments can be made either by the electronic check payment channel or the credit card payment channel. We reserve the right to impose limits on the use of the credit card payment channel, and to charge additional processing fees for such use. If you submit payment for any fee using a paper check,

you will incur a $160 processing fee per each occurrence. Standard Recurring Fees include the Royalty and Marketing and Global Sales Fee. We may negotiate increases or decreases for a particular transaction at the time the Franchise Agreement is signed for any fee listed above when business circumstances warrant. You begin paying Recurring Fees when you open the Facility. If you purchase an existing Facility, you begin paying Recurring Fees when you acquire or take possession of the Facility, whichever comes first.

[2] "GRR" or "Gross Room Revenues" is defined as gross revenues attributable to or payable for rentals of guest (sleeping) rooms at the Facility, including all credit transactions, whether or not collected, guaranteed no-show revenue, net of chargebacks from credit card issuers, any proceeds from any business interruption or similar insurance applicable to the loss of revenues due to the non-availability of guest rooms and any miscellaneous fees charged to all guests regardless of the accounting treatment of these fees. Excluded from GRR are separate charges to guests for Food and Beverage (including room service); actual telephone charges for calls made from a guest room; key forfeitures and entertainment (including Internet fees and commissions); vending machine receipts; and federal, state and local sales, occupancy and use taxes.

[3] Depending on the circumstances, we may charge you a No-Show Fee of between 50% and 100% of the cost of the training that you or your personnel miss.

[4] We have the right to require all Chain Facilities to participate in the Wyndham Rewards® guest loyalty program which is operated by our affiliate Wyndham Rewards, Inc. Under the Wyndham Rewards program, members can earn Wyndham Rewards points or Travel Partner Currency based on amounts spent at participating Chain Facilities as well as at participating Lodging Affiliate hotels or select affiliated properties, through purchases from non-affiliated merchants and service providers, or by making purchases with a Wyndham Rewards co-branded credit card. Members can redeem their Wyndham Rewards points for free or discounted night stays at Chain Facilities and Lodging Affiliate hotels, or select affiliated properties, for airline tickets, shopping and dining gift cards, merchandise and other rewards. Membership in Wyndham Rewards is free. All callers whose calls are received by our toll-free reservation center and all visitors to our consumer website will be offered the option to join Wyndham Rewards. You must also offer to enroll guests at your front desk, and are subject to an enrollment quota which Wyndham Rewards, Inc. may change, from time to time, for Chain Facilities, as reflected in the Front Desk Guide. All franchisees will be assessed Loyalty Program Fees, as applicable, on Wyndham Rewards member stays at their Facility. Stays for which members earn Wyndham Rewards points are defined in the Front Desk Guide, as may be amended. Certain member stays may not qualify for Wyndham Rewards point earnings. We will proactively match and award points to members even if they fail to present their membership number before check-out. We will reimburse you for free night stays at your Facility under a formula which is listed in the Front Desk Guide, which may be amended. Wyndham Rewards, Inc. has reserved the right to modify, alter, delete or add new terms or conditions, procedures, point values, redemption levels or rewards for the Wyndham Rewards program upon thirty (30) days' notice. Wyndham Rewards, Inc. may terminate the program at any time upon six months' prior notice.

[5] If a condemnation taking occurs less than one year after notice to us, you pay the average daily Royalties and Marketing and Global Sales Fees payable over the one-year period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the one-

year notice period. We may reduce the required notice period when business circumstances warrant.

[6] If you fail to comply with all of the de-identification obligations of your Franchise Agreement and our procedures, you agree to: (i) pay a de-identification fee of $2,000 per day until de-identification is completed to our satisfaction; and (ii) permit our representative to enter the Chain Facility to complete the de-identification process at your expense.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR A 110 ROOM NEW CONSTRUCTION FACILITY					
(1) Type of Expenditure	**(2) Amount [1]**		**(3) Method of Payment**	**(4) When Due**	**(5) To Whom Payment is to be Made**
Application Fee, Initial Fee [1]	$38,500	$38,500	Lump Sum	$2,500 with Application, balance due at signing of Franchise Agreement.	Us
Photos [2]	$2,750	$5,400	As Incurred	Before Opening	Us, Wyndham Hotel Group
Training Tuition [3]	$6,250	$6,250	As Incurred	Before Opening	Us, Wyndham Hotel Group
Training Expenses [4]	$1,200	$2,950	As Incurred	Before Opening	Facility, Restaurants, Airlines, Car Rental Agency,General Managers, Travel provider
Market Study [5]	$12,000	$25,000	Lump Sum	Before construction	Feasibility Consultant
Real Estate and Site Preparation [6]	N/A	N/A	N/A	N/A	N/A
Architecture, Design and Engineering, Phase I Environmental, Permits, Licenses, Deposits and Related Fees [7]	$418,500	$1,003,500	As Incurred	Before Opening	Architects, Engineers, Consultants, Government Agencies, Suppliers, Utility Companies, and other Professionals

YOUR ESTIMATED INITIAL INVESTMENT FOR A 110 ROOM NEW CONSTRUCTION FACILITY					
(1) Type of Expenditure	**(2) Amount [1]**		**(3) Method of Payment**	**(4) When Due**	**(5) To Whom Payment is to be Made**
Facility Construction [8]	$10,555,850	$12,624,350	As Incurred	Before Opening	Contractors, Subcontractors, Suppliers, and third-party Vendors
Construction Contingency [9]	$527,793	$631,218	As Incurred	As Arranged	Contractors, Subcontractors, Suppliers, and third-party Vendors
Technology Systems [10]	$74,645	$76,645	As Incurred	Before Opening	Computer Supplier, Professionals
Property Management Set-Up and Installation [11]	$15,100	$28,425	Lump Sum	Before Opening	Us, Affiliate
Furniture, Fixture and Equipment [12]	$1,086,210	$1,134,528	As Incurred	Before Opening	Vendors, Suppliers
Signage [13]	$30,000	$100,000	As Incurred	Before Opening	Vendors, Suppliers
Opening Inventory [14]	$369,232	$401,331	As Incurred	Before Opening	Vendors, Suppliers
Insurance [15]	$20,000	$40,000	Lump Sum	Before Opening	Insurance Carrier
Grand Opening Advertising [16]	$50,000	$200,000	As Incurred	Before Opening	Advertising Media, Agency, Printer, Photographer
Liquor License [17]	$3,500	$450,000	As arranged	As arranged	Government Agency or Previous License Holder
Pre-Opening Wages	$76,225	$136,254	As Incurred	As arranged	Employees, Contractors
Miscellaneous Non–Tangible Asset Costs [18]	$17,567	$33,892	As Incurred	Before Opening	Suppliers, Professionals
Additional Funds for 3 Month Initial Period [19]	$133,468	$401,505	Monthly Payments for Recurring Fees, As Incurred for Other Expenses	After Opening	Us, Employees, Suppliers, Utilities
Total Estimated Initial Investment [20,21]	**$13,438,790**	**$17,339,748**	**The table does not include the cost of purchasing or leasing real estate.**		
Total Cost per Room	**$122,171**	**$157,634**			

The above table provides an estimate of the initial investment required for a Chain Facility. These figures exclude the cost of land. Your actual expenditures for a Chain Facility will depend upon many variables, such as region of the country, labor costs, economic conditions, and timetable for completing the project,

and may be outside of the ranges presented.

[1] See Item 5 for amount or formula of each fee. We may defer payment of the Initial Fee. See Item 10. All fees are non-refundable, but we will refund your Application Fee if your application is not accepted due to proximity of the proposed site to another Chain Facility.

[2] This is the fee for the required photos for your Facility. The low end of the range is the cost for the required photo package and the high end of the range assumes you will require additional photographs to meet certain third-party requirements.

[3] The low and high end of the range includes your Continuing Education Fee. It also includes the tuition for your general manager to attend the required Hospitality Management Program.

[4] The low and high end of the range presumes that your general manager/owner will drive to our Hospitality Management Program and incur minimal travel costs and mid-level T&E expense. The high end of the range also presumes an additional representative will also attend our Hospitality Management Program and incur significant T&E costs, including airfare and car rental.

[5] We do not provide assistance in site selection. However, we do require that you obtain a market feasibility study by an independent third-party consultant if you will be constructing a new Wyndham Garden Chain Facility. We reserve the right to obtain, or to require you to obtain at your expense, as a condition for receiving our approval of the site, a positive market feasibility study prepared by a nationally prominent independent accounting or consulting firm we approve.

[6] We are unable to estimate real estate costs because of wide variations in prices depending on factors like location, size of the property, the type of ownership interest you acquire and market conditions. There is no minimum acreage requirement. The amount of land required for development may vary greatly depending upon local building codes, setback requirements, parking requirements and similar factors.

[7] This range includes the costs for permit fees, utility deposits and related fees, environmental studies, architectural (and structural, mechanical, electrical and plumbing engineering) fees to adapt our prototypical plans and specifications to meet requirements and local code This range assumes that you will manage the Facility's development yourself, so this item does not include third party development or management fees. This item does not include impact fees which may be assessed by local authorities or site evaluation fees, geotechnical report fees, or civil engineering fees. You should check with the applicable local authorities to determine if impact fees are assessed and, if so, how they are calculated and the amount to be charged to your Facility. Fees vary widely depending on your specific location and situation.

[8] This range includes the total construction cost of a Chain Facility. It includes the construction of a restaurant and lounge, kitchen, swimming pool, exercise room and spa, landscaping, entrance ways and parking areas and interior signage. This item does not include impact fees which may be assessed by local authorities to defray the costs of their clean-up obligations under federal and/or state clean air and water legislation. Impact fees vary from jurisdiction to jurisdiction. You should check with the applicable local authorities to determine if impact fees are assessed and, if so, how they are calculated and the amount to be charged to your Facility. The item also excludes financing costs, which may vary widely based on factors like the type of loan, the size and location of the Facility and your creditworthiness. Building construction costs vary greatly from region to region depending upon material, labor costs, union or non-union practices and other variables.

[9] This amount is calculated as 5% of Facility Construction costs.

[10] The amounts presented includes costs associated with guest room and public area high speed Internet access, PBX/telephone system (including consoles and guest room and administrative telephones) and television system. The low range assumes you will procure all of the above and you purchase the base system equipment. The high end of the range assumes you will procure all of the above, and also assumes that you acquire top of the line equipment for which to operate the PMS.

[11] You must purchase, lease or otherwise acquire the computerized hospitality property management system/computer ("PMS") that has been designated by us. The low end of the range presumes that you select the Foundation OPERA Cloud system for the Facility. The high end of the range presumes that you purchase the Premium OPERA Cloud system. This range includes on-site installation. This range does not include additional interface fees which may be required based on optional interfaces you may utilize at the Facility. See Item 11 for information about the PMS.

[12] Includes furniture, fixtures and equipment ("FF&E") for all areas of the Facility including guest rooms and public areas. These items are typically driven by the decorative furnishings package. The estimate presumes that you will install our approved interior design package in all guest rooms and public areas. Items included in the interior design package for the guest room and public areas may include flooring surfaces and bases; artwork and mirrors; casegoods; bathroom fixtures such as vanity bases, counters and shower tile; decorative bedding; lighting; seating; soft and upholstered goods; wallcoverings; and window treatments. This range includes procurement service provider fees estimated at 10 % - 15% of the total cost of the FF&E purchased. The figures above do not include tax, freight or installation, which should be confirmed prior to purchasing.

[13] Includes cost of materials and installation for one pylon/monument sign, and one wall mounted sign/channel letters. The low end of the range presumes that you will be able to utilize the existing column for your pylon sign. The upper end of the range presumes that you will need to install a new column. Your actual cost will depend on many variables including sign size, materials and height, distance signs must be shipped, local labor costs, and local ordinances. This cost does not include local taxes and permits.

[14] Operating supplies and equipment ("OS&E") includes items required by System Standards such as mattresses/box springs, bed frames and bases, televisions, linens, logoed items, housekeeping supplies, guestroom and bathroom amenities/supplies, safes, cribs, luggage racks, interior signage, breakfast display equipment, floor mats, PPE, sundry shop items & equipment. The low end of the range assumes you will purchase the required OS&E to open in compliance with System Standards. The high end of the range assumes you have chosen to purchase optional/suggested items not required by System Standards, but which you might choose to purchase, such as additional linens, rollaway beds, guest laundry equipment, etc. The figures above do not include tax or freight. These costs should be confirmed prior to purchasing.

[15] You must maintain commercial general liability insurance with combined single limits per occurrence of $1 million primary coverage and $9 million excess liability umbrella coverage for a hotel with 4 stories or less (total $10 million), and for a hotel with 5 stories or more $14 million excess liability (total of $15 million), plus other required coverage. Insurance requirements are subject to change on a System-wide basis. This does not include your costs for property and casualty insurance, workers' compensation, employer's liability, disability and other insurance benefits for your employees.

[16] The range assumes that, at a minimum, you will engage in a three-month digital advertising campaign via a third-party company, plus some or all of the following additional marketing activities: pre-opening direct mail, pre-opening parties, billboards, etc.

[17] Liquor license costs vary widely depending on the jurisdiction. In many states the cost will be closer to the low end of the range. The cost will likely be on the high end of the range (or may even exceed the high end) in those jurisdictions which limit the number of liquor licenses issued and consider them an asset of the license holder.

[18] Includes attorneys' and accountants' fees, business license fees, bank fees, the cost of back-office accounting systems, and similar business startup expenses.

[19] This amount is an estimate and includes the Recurring Fees you will pay us after opening. It does not include debt service payments or rent. Many factors affect initial period Gross Room Revenues and operating costs, including seasonality, pre-opening advertising and marketing, location, your management ability, staff performance and local market factors such as competition for customers and employees. Our estimate is based on our experience and the experience of our Lodging Affiliates and their franchisees in operating similarly situated brands over the last two years. These expenses include labor costs. We do not guarantee that you will not have additional expenses starting the business.

[20] None of the fees and costs payable to us in the above table is refundable. Fees and costs payable to suppliers and other third parties above generally are not refundable unless you negotiate that directly with them. See Item 10 for a discussion of financing which might be available for portions of your initial investment in a Chain Facility.

[21] Estimated Initial Investment Onboarding Costs include Application Fee, Initial Fee, Photos, and Training costs range from $48,700 - $53,100. Estimated Initial Investment Construction Costs including Market Study, Architecture, Design, Engineering, Environmental Studies, Permits, Licenses, Deposits and Related Fees, Facility Construction, and Construction Contingency range from $11,514,143 - $14,284,068. Estimated Initial Investment Technology Costs including Technology Systems and Property Management Set-Up and Installation range from $89,745 - $105,070. Estimated Initial Investment Equipment and Product Costs including Furniture, Fixtures, Equipment, Signage, Opening Inventory and Insurance range from $1,505,442 - $1,675,859 Estimated Initial Investment Costs including Grand Opening Advertising, Liquor License, Pre-Opening Wages, Miscellaneous Non-Tangible Asset Costs and Funds for 3 Month Initial Period range from $280,760 - $1,221,651.

YOUR ESTIMATED INITIAL INVESTMENT FOR A 100 ROOM CONVERSION FACILITY					
(1) Type of expenditure	**(2) Amount [1]**		**(3) Method of payment**	**(4) When due**	**(5) To whom payment is to be made**
Application Fee, Initial Fee [1]	$35,000	$35,000	Lump Sums	$2,500 with Application, balance at signing of Franchise Agreement	Us
Photos [2]	$2,750	$5,400	As Incurred	Before Opening	Us, Wyndham Hotel Group

YOUR ESTIMATED INITIAL INVESTMENT FOR A 100 ROOM CONVERSION FACILITY					
(1) Type of expenditure	**(2) Amount [1]**		**(3) Method of payment**	**(4) When due**	**(5) To whom payment is to be made**
Training Tuition [3]	$6,250	$6,250	As Incurred	Before Opening	Us, Wyndham Hotel Group
Training Expenses [4]	$1,200	$2,950	As Incurred	Before Opening	Facility, Restaurants, Airlines, Car Rental Agency,General Managers, Travel provider
Punch List Fee	$2,500	$2,500	As arranged	Before Opening	Us, Wyndham Hotel Group
Market Study [5]	$15,000	$25,000	As arranged	As arranged	Consultant
Architecture, Design and Engineering, Phase I Environmental, Permits, Licenses, Deposits and Related Fees [6]	$0	$659,200	As Incurred	Before Opening	Architects, Engineers, Consultants, Government Agencies, Suppliers, Utility Companies, and other Professionals
Facility Improvements [7]	$0	$7,417,800	As Incurred	Before Opening	Contractors, Subcontractors, Suppliers, and third-party Vendors
Conversion Contingency [8]	$0	$370,890	As Incurred	Before Opening	Contractors, Subcontractors, Suppliers, and third-party Vendors
Technology Systems [9]	$0	$70,132	As Incurred	Before Opening	Computer Supplier, Professionals
Property Management Set-Up and Installation [10]	$15,100	$28,425	Lump Sum	Before Opening	Us, Affiliate
Furniture, Fixtures and Equipment [11]	$146,696	$1,020,384	As Incurred	Before Opening	Vendors, Suppliers
Signage [12]	$20,000	$100,000	As Incurred	Before Opening	Vendors, Suppliers
Opening Inventory [13]	$8,690	$368,500	As Incurred	Before Opening	Vendors, Suppliers
Insurance [14]	$20,000	$40,000	Lump Sum	Before Opening	Insurance Carrier

YOUR ESTIMATED INITIAL INVESTMENT FOR A 100 ROOM CONVERSION FACILITY					
(1) Type of expenditure	**(2) Amount [1]**		**(3) Method of payment**	**(4) When due**	**(5) To whom payment is to be made**
Grand Opening Advertising [15]	$30,000	$200,000	As Incurred	Before Opening	Advertising Media, Agency, Printer, Photographer
Liquor License [16]	$1,500	$450,000	As arranged	As arranged	Government Agency or Previous License Holder
Miscellaneous Non-Tangible Asset Costs [17]	$6,752	$21,017	As Incurred	Before Opening	Suppliers, Professionals
Additional Funds for 3 Month Initial Period [18]	$121,335	$365,005	Monthly Payments for Recurring Fees, As Incurred for Other Expenses	After Opening	Us, Employees, Suppliers, Utilities
Total Estimated Initial Investment [19,20]	**$432,773**	**$11,188,453**	**The table does not include the cost of purchasing or leasing real estate.**		
Total Cost per Room	**$4,328**	**$111,885**			

The above table provides an estimate of the initial investment required for a Chain Facility. These figures assume that you already own the Facility. Your actual expenditures for a Chain Facility will depend upon many variables, such as region of the country, labor costs, economic conditions, and timetable for completing the project, and may be outside of the ranges presented.

[1] See Item 5 for amount or formula of each fee. We may defer payment of the Initial Fee. See Item 10. All fees are non-refundable, but we will refund your Application Fee if your application is not accepted due to proximity of the proposed site to another Chain Facility.

[2] This is the fee for the required photos for your Facility. The low end of the range is the cost for the required photo package and the high end of the range assumes you will require additional photographs to meet certain third-party requirements.

[3] The low and high end of the range includes your Continuing Education Fee. It also includes the tuition for your general manager to attend the required Hospitality Management Program.

[4] The low and high end of the range presumes that your general manager will drive to our Hospitality Management Program and incur minimal travel costs and mid-level T&E expense. The high end of the range presumes that an additional representative will also attend our Hospitality Management Program and incur significant T&E expense, including airfare and car rental.

[5] We do not provide assistance in site selection. However, we recommend that you obtain a market feasibility study by an independent third-party consultant if you will be converting an existing hotel to a Wyndham Garden Chain Facility. We reserve the right to obtain, or to require you to obtain at your

expense, as a condition for receiving our approval of the site, a positive market feasibility study prepared by a nationally prominent independent accounting or consulting firm we approve.

[6] The low end of the range presumes that the Facility is in excellent condition and does not need any architectural, design or engineering work. The high end of the range presumes that the Facility will undergo a comprehensive renovation and incur the costs for permit fees, utility deposits and related fees, environmental studies, architectural (and structural, mechanical, electrical and plumbing engineering) fees to adapt our prototypical plans and specifications to meet requirements and local code This range assumes that you will manage the Facility's development yourself, so this item does not include third party development or management fees. This item does not include impact fees which may be assessed by local authorities or site evaluation fees, geotechnical report fees, or civil engineering fees. You should check with the applicable local authorities to determine if impact fees are assessed and, if so, how they are calculated and the amount to be charged to your Facility. Fees vary widely depending on your specific location and situation.

[7] The low end of the range assumes that the Facility's exterior, public areas, guest rooms and plumbing, heating, ventilation, air conditioning and other systems are in good condition and meet System Standards. The high end of the range assumes that the Facility requires extensive structural renovations to meet System Standards, and the exterior, public areas and guest rooms are in poor condition and require refinishing. (e.g., exterior walkways, swimming pool surface, landscaping, and ceiling tile).

[8] This amount is calculated as 5% of Facility Improvement costs.

[9] The amounts presented includes costs associated with guest room and public area high speed Internet access, PBX/telephone system (including consoles and guest room and administrative telephones), television system and system equipment. The low end of the range presumes that you own adequate equipment to operate the PMS, the Facility's PBX/telephone, television, and high- speed Internet access systems meet our standards and specifications and do not need to be upgraded. The high end of the range presumes that the Facility's high-speed Internet access, PBX/telephone and television systems all need to be replaced. The high end of the range also presumes that you need to acquire equipment needed to operate the PMS.

[10] You must purchase, lease or otherwise acquire the computerized hospitality property management system/computer ("PMS") that has been designated by us. The low end of the range presumes that you select the Foundation OPERA Cloud system for the Facility. The high end of the range presumes that you purchase the Premium OPERA Cloud system. This range includes on-site installation. This range does not include additional interface fees which may be required based on optional interfaces you may utilize at the Facility. See Item 11 for information about the PMS.

[11] Includes furniture, fixtures and equipment ("FF&E") for all areas of the Facility including guest rooms and public areas. These items are typically driven by the decorative furnishings package. The low end of the range assumes that the existing FF&E are in excellent condition and meet System Standards. The high end of the range assumes that most of the existing FF&E are in poor condition and need to be replaced. The estimate presumes that you will install our approved interior design package in all guest rooms and public areas, which may include flooring surfaces and bases; artwork and mirrors; casegoods; bathroom fixtures such as vanity bases, counters and shower tile: decorative bedding; lighting; seating; soft and upholstered goods; wallcoverings; and window treatments. This range includes procurement service provider fees estimated at 10 % - 15% of the total cost of the FF&E purchased. These figures do not include tax, freight or installation, which should be confirmed prior to purchasing.

[12] Includes cost of materials and installation for one pylon/monument sign, and one wall mounted sign/channel letters. The low end of the range presumes that you will be able to utilize the existing column for your pylon sign. The upper end of the range presumes that you will need to install a new column. Your actual cost will depend on many variables including sign size, materials and height, distance signs must be shipped, local labor costs, and local ordinances. This cost does not include local taxes and permits.

[13] Operating supplies and equipment ("OS&E") includes items required by System Standards such as mattresses/box springs, bed frames and bases, televisions, linens, logoed items, housekeeping supplies, guestroom and bathroom amenities/supplies, safes, cribs, luggage racks, interior signage, breakfast display equipment, floor mats, PPE, sundry shop items & equipment. The low end of the range presumes that you will need to purchase certain Mark-bearing items required by System Standards. The high end of the range presumes that your inventory of operating supplies needs to be replaced in its entirety to open in compliance with System Standards and that you have chosen to purchase optional/suggested items not required by System Standards, but which you might choose to purchase, such as additional linens, rollaway beds, guest laundry equipment, etc. The figures above do not include tax or freight. These costs should be confirmed prior to purchasing.

[14] You must maintain commercial general liability insurance with combined single limits per occurrence of $1 million primary coverage and $9 million excess liability umbrella coverage for a hotel with 4 stories or less (total $10 million), and for a hotel with 5 stories or more $14 million excess liability (total of $15 million), plus other required coverage. Insurance requirements are subject to change on a System-wide basis. This does not include your costs for property and casualty insurance, workers' compensation, employer's liability, disability and other insurance benefits for your employees.

[15] The range assumes that, at a minimum, you will engage in a three-month digital advertising campaign via a third-party company, plus some or all of the following additional marketing activities: pre-opening direct mail, pre-opening parties, billboards, etc.

[16] Liquor license costs vary widely depending on the jurisdiction. In many states the cost will be closer to the low end of the range. The cost will likely be on the high end of the range (or may even exceed the high end) in those jurisdictions which limit the number of liquor licenses issued and consider them an asset of the license holder.

[17] Includes attorneys' and accountants' fees, business license fees, bank fees, the cost of back-office accounting systems, and similar business startup expenses.

[18] This amount is an estimate and includes the Recurring Fees you will pay us after opening. It does not include debt service payments or rent. Many factors affect initial period Gross Room Revenues and operating costs, including seasonality, pre-opening advertising and marketing, location, your management ability, staff performance and local market factors such as competition for customers and employees. Our estimate is based on our experience and the experience of our Lodging Affiliates and their franchisees in operating similarly situated brands over the last two years. These expenses include labor costs. We do not guarantee that you will not have additional expenses starting the business.

[19] None of the fees and costs payable to us in the above table is refundable. Fees and costs payable to suppliers and other third parties above generally are not refundable unless you negotiate that directly with them. See Item 10 for a discussion of financing which might be available for portions of your initial investment in a Chain Facility.

[20] Estimated Initial Investment Onboarding Costs include Application Fee, Initial Fee, Photos, Training costs and Punch List Fee range from $47,700 - $52,100. Estimated Initial Investment Construction Costs including Market Study, Architecture, Design, Engineering, Environmental Studies, Permits, Licenses,

Deposits and Related Fees, Facility Improvements, and Conversion Contingency range from $15,000 - $8,472,890. Estimated Initial Investment Technology Costs including Technology Systems and Property Management Set-Up and Installation range from $15,100 - $98,557. Estimated Initial Investment Equipment and Product Costs including Furniture, Fixtures, Equipment, Signage, Opening Inventory and Insurance range from $195,386 - $1,528,884. Estimated Initial Investment Costs including Grand Opening Advertising, Liquor License, Miscellaneous Non-Tangible Asset Costs, and Funds for 3 Month Initial Period range from $159,587 - $1,036,022.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as disclosed below, you are not required to purchase or lease products or services 1) from us or our affiliates, 2) from suppliers approved by us, or 3) under our specifications. We may derive commissions or other revenue as a result of these purchases and leases.

Standards and Specifications

To assure consistency among Chain Facilities, each Facility must meet System Standards. These standards require that most of the items you use or sell at your Facility meet our specifications. Items that must meet our specifications include certain aspects of the Facility's construction, certain services you offer in the Facility, including food and beverage services, the Facility's equipment, décor and amenities, guest room size, signage, photographs, advertising, furniture and fixtures, various supplies, bath and bed linens, window treatments, bed toppings, mattresses and box springs, flooring, wall coverings, lighting, wireless high-speed Internet access, property management system, computer hardware, peripheral equipment, operating system software, telephone, lock systems, insurance, and in certain circumstances your third party manager or management company and management agreement. Our specifications may include minimum requirements for delivery, performance, design, appearance and quality. We will provide you this information in our Standards of Operation and Design Manual (the "Manual"). We may revise existing standards and add new ones through updates to the Manual.

We estimate that the items you purchase meeting System Standards will represent approximately 75% of your total initial expenditures for goods and services in establishing a new construction or conversion Facility. We expect that these items will represent approximately 10% to 15% of your annual purchases and leases.

You will obtain and maintain during the term of the agreement the insurance coverage required by Section 3.8 of the Wyndham Garden Franchise Agreement and under the System Standards Manual, which is outlined below. All Wyndham Garden hotels must have active insurance coverage effective at the start of construction or renovation and in continuous force while operating under the Wyndham Garden System and/or as a Wyndham Garden. Each insurance policy must include as a named insured the individual(s) and/or entity(ies) (and their respective successors or assigns) that are identified as Franchisees in the Franchise Agreement. Coverage must be on an occurrence basis. Each liability policy must name as an additional insured all of the following: Wyndham Franchisor, LLC, Wyndham Hotels and Resorts, Inc., Wyndham Hotel Group, LLC, and all related entities, as their interests may appear, and all of their current and former subsidiaries, affiliates, successors and assigns, as their interests may appear. Each liability policy must provide that the insurance coverage for each additional insured is primary and is not

contributory with or excess of any insurance coverage that may be available to an additional insured.

Specific coverages include Commercial General Liability Insurance with minimum coverage of $1,000,000 combined single limit per occurrence covering premises, products, independent contractors, bodily injury, personal injury, contractual and advertising liability, property damage, and insured contract liability; Liquor Liability with minimum coverage of $1,000,000 per occurrence and as well as inclusion in excess liability coverage if beer, liquor and/or alcoholic beverages are sold or served on site, including but not limited to, by restaurants or lounges, minibars or vending machines; Comprehensive Automobile Liability Insurance with minimum coverage of $1,000,000 combined single limit per occurrence on all vehicles; Worker's Compensation in compliance with state laws and Employers Liability Insurance with minimum coverage of $100,000; Business Interruption (Loss of Earnings) Insurance with a minimum of $100,000 of coverage, actual loss or twelve (12) months sustained; Umbrella/Excess Liability Insurance at least as broad as the required underlying coverage, if the Facility has four (4) stories or less, there must be an additional $9,000,000 in excess liability coverage for a total of $10,000,000. If the Facility has five (5) stories or more, there must be $14,000,000 in excess liability coverage for a total of $15,000,000. In addition, each Franchisee with an on-site restaurant, including but not limited to an owned or leased lounge or recreational facility space, must require that the operator satisfy the minimum insurance requirements listed in the System Standards Manual.

The failure to carry insurance coverage meeting the requirements described in the System Standards is a material default under the Franchise Agreement and may be grounds for termination of the Franchise Agreement. In addition, should you for any reason fail to procure or maintain the insurance required, we have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge the cost thereof to you, which charge, together with a reasonable fee for our expenses in so acting, will be payable by you immediately upon demand.

Approved Suppliers

To support the purchasing efforts of our franchisees, we and/or our affiliate WSSI negotiate purchasing terms, including price, volume discounts and commissions, on a range of products and services. In doing so, we and/or WSSI seek to promote the overall interests of our and our affiliates' lodging systems, management companies, and interests as franchisors. Currently, we and/or WSSI identify certain suppliers of products and services with whom we and/or WSSI may have negotiated purchase terms, who are then designated as "Approved Suppliers". You may purchase products and services directly from these Approved Suppliers through supplier provided websites or through more traditional means. We may provide your contact information to our Approved Suppliers and you may be contacted by our Approved Suppliers.

Suppliers not on the Approved Supplier list that are interested in doing business with us or the Lodging Affiliates must apply by registering online at our Supplier Registration site http://suppliers.wyndham.com/. Interested suppliers are evaluated and potentially approved according to an approval process established by WSSI. Currently, WSSI does the evaluations and approvals. The specific criteria and processes utilized by WSSI in the approval process are

not disclosed to franchisees. WSSI will review a supplier who has registered with the Supplier Registration site on an as needed basis.

WSSI may not review all suppliers. For those that it does review, it will notify the supplier of approval within approximately 1 year after the supplier provides WSSI all information it requests about the supplier. Only suppliers chosen by WSSI to become an Approved Supplier will be notified by WSSI of their acceptance. WSSI may revoke a supplier's "Approved" status if the supplier's agreement with us, WSSI, or an affiliate expires and is not renewed, or if the supplier is in default under their agreement with us, WSSI, or an affiliate. We will notify our franchisees if this occurs. Revocation does not mean that you can no longer purchase from this supplier; it simply means that the supplier no longer participates in WSSI's program to offer discounts or other benefits to our franchisees.

Approved Suppliers generally pay WSSI a commission based upon the volume of sales to franchisees. Commissions typically are a percentage of net or gross sales to franchisees, and usually range from 1% to 5% of net or gross sales to franchisees. WSSI may enter into other commission arrangements with Approved Suppliers from time to time, such as a fixed fee per purchase order, on the basis of arms' length negotiations.

In 2022, our and the Lodging Affiliates' net revenues from franchisees' purchases of products or services required by or subject to System Standards was approximately $6.2 million, or approximately 0.4% of WHR's total net revenues of $1.498 billion (as reflected in its consolidated statements of income (loss) for 2022); and our and the Lodging Affiliates' net revenues from franchisees' purchases of optional products or services was approximately $7.2 million, or approximately 0.5% of WHR's total net revenues of $1.498 billion.

None of our officers own a material interest in any supplier to our System. However, from time to time, our officers may own non-material interests, for investment purposes only, in publicly held companies that are suppliers to our System.

Required Purchases from Approved Suppliers

The only items you must buy from an Approved Supplier are items bearing the Marks (such as signage, supplies, and digital photographs), certain elements necessary to create a brand-defining ambience (such as music, scent, or specific décor), items related to health and safety, the firm you retain to prepare a market feasibility study for your Facility (if any), and certain technology systems, including guest wireless high-speed internet access, and credit card acquiring services and your property management system (although you will pay us, or an affiliate, for certain services related to your property management system, and may be required to pay us, or an affiliate, for certain services related to your guest wireless high-speed internet access system). There may be only one Approved Supplier for certain items bearing the Marks or related to health and safety and we do not plan to approve other suppliers. There is only one Approved Supplier for the required property management system. In addition, there is only one Approved Supplier for the credit card gateway services you must use with one of the property management systems. Otherwise, you can purchase items from any party you wish as long as the items meet our System Standards. Otherwise, you can purchase items from any party you wish as long as

the items meet our System Standards. We may have sole Approved Suppliers in the future for various items, which may include us or an affiliate. We and our affiliates intend to make a profit on any items we or they sell to you.

If you choose to purchase certain design elements from a supplier other than an Approved Supplier, you must provide us your custom interior design drawings for our review to ensure compliance with our standards, and we may charge a fee for such review. You must use our call center to book reservations from customers who call your Facility to make a reservation. See Items 5 and 6. These are the only services that you must purchase or lease from us or an affiliate and neither we nor any affiliate are currently an Approved Supplier for any other item.

We may offer to issue the Development Incentive in cash or disbursed to a third party on your behalf for the approved use of constructing your hotel, in our sole discretion as business circumstances warrant. If the Development Incentive is to be issued in cash, we may require you to use the services of an approved procurement service provider or purchase directly from a manufacturer or approved supplier. The fee for procurement services is typically 10% - 15% of the total cost of the furniture, fixtures and equipment purchased.

We do not provide you with any material benefits (for example, the opportunity to acquire additional franchises, special renewal rights or similar benefits) if you purchase goods or services through our Approved Supplier program. We do not have a purchasing or distribution cooperative that you must join.

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document. [1]

Obligation	Section in Franchise Agreement [1]	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	3.1, Schedule D	Not Applicable	Not Applicable	Items 7 and 11
b. Pre-opening purchases/leases	3.1, 3.8, 3.10, 3.15, Schedule D	Not Applicable	Not Applicable	Items 5, 7 and 8
c. Site development and other pre-opening requirements	3.1, Schedule D	Schedule A	Not Applicable	Items 7, 8, 11 and 15

Obligation	Section in Franchise Agreement [1]	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Disclosure Document Item
d. Initial and ongoing training	3.3, 4.1	Not Applicable	Attachment 1.1; Oracle Schedule Attachment 1.1; MOP Schedule 1.3, Attachment 1.1	Items 5, 6, 11 and 15
e. Opening	3.1, Schedule D	Not Applicable	Not Applicable	Items 7 and 11
f. Fees	3.7, 3.9, 3.12, 3.14, 3.15, 4.1, 4.2, 4.3, 4.8, 6, 7, 9.3, 9.4, 11.4, 12.1, 12.2, 13.1, 13.2, 15.6, 17.4, Schedule C, Schedule D	1.	2, 3.1, 4; 15.5; Oracle Schedule 4, Attachment 4.1, MOP Schedule 4.1	Items 5, 6 ,7,11 and 17
g. Compliance with standards and policies/Manual	3.2, 3.3, 3.4, 3.6, 3.7, 3.8, 3.10, 3.11, 3.12, 3.13, 3.15, 4.1, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 7.1, 7.5, 9.3, 13.1, 13.2, 15.4, 15.6, Schedule D	Not Applicable	3.6, 8.1, 8.2, 8.4; Oracle Schedule 3.3, Attachment 2.4; MOP 3.3.1	Items 11 and 14
h. Trademarks and proprietary information	3.4, 3.10, 3.11, 4.4, 4.5, 4.8, 8.3, 9.1, 9.2, 11.2, 13.1, 15.1, 15.2, 15.4, 15.5, 15.6	Not Applicable	3.1, 3.2, 3.3, 3.5, 5.1, 7.3, 8.5, Attachment 1.1; Oracle Schedule 3.1, 3.3; MOP Schedule 2.2	Items 8, 11, 13 and 14
i. Restrictions on products/services offered	3.2, 3.4, 3.11, 3.12	3.	3.2	Items 8 and 16
j. Warranty and customer service requirements	3.2, 3.4, 3.11	5.	6.2, 9; Oracle Schedule 5.2;MOP Schedule 5.2	Items 8 and 16
k. Territorial development and sales quotas	Not Applicable	Not Applicable	Not Applicable	Items 12

Obligation	Section in Franchise Agreement [1]	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Disclosure Document Item
l. Ongoing product/service purchases	3.10, 4.2, 4.4, 15.6	3.	2, 3, 6.1; Oracle Schedule 2, 3, Attachment 1.1, 2.2, 2.3, 2.4, 4.1; MOP Schedule 2, Attachment 2.2,2.3	Items 6 and 8
m. Maintenance, appearance and remodeling requirements [2]	3.1, 3.2, 3.12, 3.14	Not Applicable	2.1;	Items 8 and 11
n. Insurance	3.8, Schedule D	Not Applicable	Not Applicable	Items 7 and 8
o. Advertising	3.4, 4.3, 7.1.2, 15.6	Schedule A	Not Applicable	Items 6, 8 and 11
p. Indemnification	8, Schedule C	Not Applicable	10.1; Oracle Schedule 6.1; MOP Schedule 6.1	Item 6
q. Owner's participation/ management/staffing	3.2	Schedule A	3.6, 4.5; Oracle Schedule 3.3, 5.1; MOP Schedule 3.3	Items 11 and 15
r. Records and reports	3.6	Schedule A	3.6, 8.2, 8.3, 10.1; Oracle Schedule 3.3	Item 6
s. Inspections and audits	3.7, 4.8, Schedule D	Not Applicable	3.2; Oracle Schedule Attachment 2.4	Items 6, 8 and 11
t. Transfer	9	Not Applicable	4.1, 13.2; Oracle Schedule 4.1;MOP Schedule 4.1	Items 6 and 17
u. Renewal of extension of rights	5	Not Applicable	Not Applicable	Items 6 and 17
v. Post-termination obligations	12, 13	Not Applicable	13.5, 15.9, 15.16	Items 6 and 17
w. Noncompetition covenants	3.11, 2	Not Applicable	Not Applicable	Item 17
x. Dispute resolution	11.4, 17.6.1, 17.6.2, 17.6.3, 17.6.4, 17.6.5	4.	15.5, 15.8, 15.15	Item 17

Obligation	Section in Franchise Agreement [1]	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Disclosure Document Item
y. Other: Guaranty of franchisee obligations	Guaranty (Attachment to the Franchise Agreement)	Not Applicable	Not Applicable	Note 1

[1] If you are a corporation, partnership or other entity, your significant owners must sign a guaranty (see Exhibit C-1) agreeing to assume and discharge all obligations of the franchisee under the Franchise Agreement. If we offer you Development Incentive financing (see Item 10), your significant owners must co-sign the Development Incentive Note with you. If the significant owners are residents of community property or certain other states, their spouses must also sign the note.

[2] In addition to your obligation to repair and maintain the Facility on an ongoing basis, you must renovate your guest rooms and public spaces, including the replacement of soft goods (including wall and floor coverings, window treatments, etc.) and case goods (including furniture, fixtures, such as headboards, desks, tables, armoires, etc.) periodically, as required by the System Standards.

ITEM 10. FINANCING

Except as specified in this Item 10, we do not offer or provide any financing arrangements for Wyndham Garden Franchisees, either directly or indirectly.

Initial Fee Deferral. We may defer payment of the Initial Fee, if business circumstances warrant, in our sole discretion. The deferral is usually for a short term such as 90 days, or until the Facility opens as a Chain Facility, whichever occurs first. If deferred, you must pay the Initial Fee in one or more installments without the accrual of interest unless you do not pay the Initial Fee within ten days after it is due. The number of payments may vary based on business circumstances, but generally requires up to three equal installments over a 90-day period. We do not require any security for the Initial Fee Note. The Initial Fee Note may be prepaid at any time without penalty. You and your owners must sign the Initial Fee Note in substantially the form shown in Exhibit C-1. If your owners are residents of community property or certain other states, their spouses must also co-sign the Initial Fee Note. Under the Initial Fee Note, you and your guarantors, or any co-makers of the Initial Fee Note, waive traditional defenses. These defenses include presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection. We reserve the right to modify the terms of the Initial Fee Note and/or grant extensions, novations, releases or compromises to you or any co-maker without the consent of, or affecting the liability of, any other party to the Initial Fee Note. The Initial Fee Note is not subject to setoff, offset or recoupment. If the Franchise Agreement terminates for any reason or you transfer the Facility, we may demand that you immediately pay the Initial Fee Note in full. If you fail to make any required installment payment on time, we may demand that you immediately pay the Initial Fee Note in full. If you do not pay the Initial Fee Note within 10 days after it is due, the

Initial Fee Note will bear simple interest at the rate of the lesser of 18% per annum (1.5% per month) or the highest rate allowed by law. Default under the Initial Fee Note will constitute a default under the Franchise Agreement. If the Initial Fee Note is collected by or through an attorney, we will be entitled to collect reasonable attorney's fees and all costs of collection.

Development Incentive Financing. We may offer certain "Development Incentives" for new construction and conversion Chain Facilities. The incentives are based on various factors and are determined in our sole discretion. These factors may include the number of rooms and location of the proposed Facility, market overview, surrounding hotels, demand drivers, and a feasibility study. The Development Incentive is a loan that is not subject to repayment unless the franchise terminates before the end of the term of the Franchise Agreement for the Facility or a Transfer occurs. The Development Incentive is typically funded shortly after the Facility's Opening Date, Subsequently, at each anniversary of the Facility's Opening Date, 1/20th or 1/15th of the original amount of the Development Incentive is forgiven without payment (based on the Term of the Franchise Agreement) such that the Development Incentive Note is fully forgiven at the end of the Term. If the franchise terminates or is transferred before the expiration of the Term, you must repay the balance of the Development Incentive. The Development Incentive Note bears no interest except in the case of default, in which case the interest rate will be 18% per annum (1.5% per month) or the highest rate allowed by law. If you must repay the balance of the Development Incentive and fail to make any required payment on time, we may demand that you immediately pay the Development Incentive in full. Default under the Development Incentive Note will constitute a default under the Franchise Agreement. We do not typically require any additional security for the Development Incentive Note, but reserve the right to do so in certain circumstances depending on the amount of the Incentive and the creditworthiness of you and your principals. The Development Incentive Note may be prepaid at any time without penalty. If the Development Incentive Note is collected by or through an attorney, we will be entitled to collect reasonable attorney's fees and all costs of collection.

To receive the Development Incentive, you and your principals, as co-makers, must sign a Development Incentive Note, which will specify the amount of the incentive, in the form attached to Exhibit C-1 when you sign and deliver to us the Franchise Agreement. If you and/or your principals are residents of community property or certain other states, your and /or their spouses must also co-sign the Development Incentive Note. In addition, you must sign an addendum to the Franchise Agreement, agreeing to make all payments due under the Franchise Agreement and ancillary agreements through electronic funds transfers through the ACH (automated clearing house) system. You must provide us with a current balance sheet, loan documents and other information we request detailing the total cost of the Facility, the amount being financed, and your equity investment in the Facility. If we offer you a Development Incentive, you may not be eligible for any reduction in Initial or Recurring Fees (see Items 5, 6 and 15). The Development Incentive program may be modified, limited, extended, or terminated at any time without advance notice or amendment of this Franchise Disclosure Document.

The Development Incentive will be disbursed after (i) you have passed a final credit review with no material adverse changes in your business, legal, litigation, bankruptcy status or finances, or of your guarantors or the Facility since preliminary approval, (ii) the Facility officially opens with our consent, (iii) you have completed all required pre-opening improvements specified in

the Franchise Agreement; (iv) you have paid the Initial Fee; (v) you are in good standing under the Franchise Agreement and all ancillary agreements; and (vi) you have completed any other pre-requisites for disbursement that you and we agree to in the Franchise Agreement. Additionally, we may require you to use the services of an approved procurement service provider, or purchase directly from a manufacturer or approved supplier, as outlined below.

We may offer to issue the Development Incentive in cash or disbursed to a third party on your behalf for the approved use of constructing your hotel, in our sole discretion as business circumstances warrant. If the Development Incentive is to be issued in cash, we may require you to use the services of an approved procurement service provider or purchase directly from a manufacturer or approved supplier. The fee for procurement services is typically 10% - 15% of the total cost of the furniture, fixtures and equipment purchased.

You and your guarantors or co-makers waive traditional defenses, as described above for the Initial Fee Note. With or without notice to or consent from you, your guarantors or co-makers, we may grant renewals, extensions, modifications, compositions, compromises, releases or discharges of other parties. If you transfer the Facility, you must repay the balance of the Development Incentive Note unless the transferee and its principals assume the obligation to repay the Incentive and provide us with such other security as we may require in our sole discretion. If you are purchasing an existing Chain Facility and we approve you to assume the obligation to repay the unamortized balance of the Development Incentive Note then, you must agree to assume all of the same terms under the Development Incentive Note as the original recipient of the Development Incentive.

Women Own the Room ("WOTR") Development Incentive. We offer a special financing program intended to empower women entrepreneurs through hotel ownership. We will provide an approved women-owned franchisee a Development Incentive at a target amount of $2,500 per guest room of the Facility, but not to exceed 50% of the franchisee's equity investment in the Facility. The WOTR program also includes personalized opening and on-going operational guidance and support, which may include complimentary programs or discounts on select support services. To qualify for this program a majority of the legal and beneficial ownership interests of the franchisee must be held by women. We will have sole discretion in determining whether you qualify for the program. All of the other requirements, terms and conditions described above for Development Incentives also apply to the WOTR Development Incentive Program.

Black Owners & Lodging Developers ("BOLD") Support. We offer customized support through our BOLD program, which is designed to engage and advance Black entrepreneurs on the path to hotel ownership. The specific support offered to each BOLD program member is tailored to the individual franchise applicant but will provide personalized opening and on-going operational guidance and support, such as complimentary programs or discounts on select supplemental support services. To qualify for this program a majority of the legal and beneficial ownership interests of the franchisee must be held by Black entrepreneurs. We will have sole discretion in determining whether you qualify for the program. The support offered to an applicant through the BOLD program may include a Development Incentive, in which case all

the other requirements, terms and conditions listed above with regard to Development Incentives will apply.

In addition to all of the above, you may request a Lender Notification Agreement using the forms we provide you. Any lender you select may also request a collateral assignment of or security interest in the Franchise Agreement, but we have no obligation to enter into any agreement or arrangement with any lender. See Exhibit C-4.

We have no practice or intent to sell, assign or discount to a third party all or part of any financing arrangement above.

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

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

Pre-Opening Assistance

Before you open the Chain Facility, we will provide you with the following assistance:

1. You select the Facility's location and describe it in the Franchise Application. We reserve the right to obtain, or to require you to obtain at your expense, as a condition for receiving our approval of the site, a positive market feasibility study prepared by a nationally prominent independent accounting or consulting firm we approve. Since individual sites are necessarily unique, no listing of relevant factors will be applicable to all sites. However, we believe these factors are important: geographical area, population and density, other demographic factors, proximity to transportation, major attractions and destinations, commercial development, traffic patterns, competition, accessibility, and the compatibility of the area with the proposed use. We grant a franchise for a Chain Facility for a specific location or site only, and approve your site when we approve your Franchise Application. There is no specific time limit in which this approval must be completed. However, we typically complete our review of your site and the other elements of your Franchise Application, and award or decline to award you a franchise, within 30 to 60 days after we receive your completed Franchise Application and all supporting documentation. Approval of your application and of the site only indicates our willingness for you to represent the Chain at that site. (Franchise Agreement – Application and Attachment C)

2. If you are converting an existing hotel into a Chain Facility, or in the case of a Transfer, we will inspect the Facility and create a PIP of improvements needed before you open the Facility under our service marks and afterwards. The PIP is attached to the Franchise Agreement when it is signed. (Franchise Agreement – Attachment C)

3. For a new construction Facility, we will provide access to your architect to prototype drawings and specifications reflecting the overall design intent for the Facility (the "Prototype Plans"). A member of our Facility Integration Team will be available to consult with your architect about the plans we provide, and will review and, if appropriate, approve any detailed architectural plans and specifications for constructing a new Facility. We will review any requests to materially modify or

deviate from the plans or specifications after they have become "Approved Plans." We may charge you a fee to review material modifications to your plans or specifications. (Franchise Agreement – Attachment C)

4. We may inspect the Facility during or following construction or renovation to determine compliance with System Standards, and, where appropriate, approve its opening as a Chain Facility. (Franchise Agreement – Attachment C)

5. We will provide you with a copy of, or access to, our Manual which contains the System Standards and any specifications for your Chain Facility. (Franchise Agreement – Section 11.A)

6. We will provide you with written specifications for required products and services, as well as information about Approved Suppliers whose products have been approved for usage, as described in greater detail in Item 8. (Franchise Agreement – Section 7.B)

7. We will provide Mandatory Support Services to assist you in opening the Facility. These Services are not applicable to franchisees renewing their franchises with us. See Item 5 for a more detailed description of these Mandatory Support Services and the fees we charge for them. (Franchise Agreement – Attachment C)

8. We will provide training to you and your general manager as described in this Item below. (Franchise Agreement – Section 5.B.)

9. We offer, for a fee, an optional service via a third party through which you can purchase an online media campaign in connection with the Facility's opening. The minimum campaign available for purchase runs for three months at a rate of $1,800, and is focused on your Facility to support bookings during an initial ramp-up period.

Length of Time Before Opening

There is no "typical length of time" between the signing of a Franchise Agreement or the first payment for a franchise, and the Opening Date of the Facility. This is due to the impact of a number of variables including (i) your ability to obtain any necessary financing, (ii) whether the Facility is to be converted from an existing hotel or is to be newly constructed and (iii) the process required to obtain all necessary permits, licenses and approvals from various government agencies.

We have established certain parameters for the pre-opening period. You must provide us with proof of ownership or ground lease of the location within 30 days after we sign the Franchise Agreement. In the case of an existing facility newly entering the System or an existing Chain Facility being transferred, you must begin renovation no later than 30 days after we sign the Franchise Agreement. You must complete the pre-opening phase of the work and be ready, willing and able to open the Facility under the System no later than 270 days after we sign the Franchise Agreement. In the case of new construction, you must begin construction of the Facility within 12 months after we execute the Franchise Agreement and complete construction and receive our written approval to open the Facility within 24 months after signing the Agreement. (Franchise Agreement – Attachment C)

Post-Opening Assistance

After the Chain Facility opens, we will provide you with the following assistance:

1. We will continue to provide you with access to the Manual, as described in this Item below. (Franchise Agreement – Section 11.E)

2. We may hold a System conference, which may be in the form of a WHR multi-brand conference with special sessions and programs only for our System. Currently, we hold a conference approximately every 18 to 24 months, but this is subject to change. We may also hold periodic regional summits throughout the year. (Franchise Agreement – Section 5.B.5)

3. We or our contractor may conduct announced and unannounced inspections and/or mystery shops of the Facility. (Franchise Agreement, Section 6.F)

4. We will continue to provide you with operational support and information about the System by e-mail, telephone and/or via the System's Intranet site. In addition, our field support team may periodically visit your Facility to provide on-site operational support provided you are in compliance with your obligations under the Franchise Agreement. Our representatives will also consult with you in person when they are at the Facility for compliance inspections, upon your request. (Franchise Agreement – Section 6.F)

5. We and our affiliates will continue to provide you with information about Approved Suppliers. See Item 8 above. (Franchise Agreement – Section 7.B)

6. We will provide a computerized Central Reservation System ("CRS"), directly or indirectly through another party or a technological substitute as we may determine, for making reservations at Chain Facilities. See the Technology Systems discussion below. (Franchise Agreement, Section 8.A)

7. We will provide you a service to have certain callers directed automatically to our toll-free line where professionally trained agents will answer questions and book reservations on behalf of your Facility. See Exhibit C-6 for the Signature Reservation Service Agreement.

8. We will review and, where appropriate, approve requests to add guest rooms to a Facility after receipt of your Expansion Fee. (Franchise Agreement – Section 3.A.2)

9. We offer comprehensive revenue management programs for additional fees. These optional programs are available at two levels of service for varying fees: Standard and Premium. No matter the service level, Revenue Management Services ("RMS") includes inventory management, strategic positioning, future demand strategy and targeted promotions and packages, at different frequencies. We reserve the right to evaluate a variety of factors, including but not limited to, your Facility's room count, occupancy rate, trends, and market to determine the most suitable level of service. Based on our assessment of your Facility and its performance, we may limit the levels of optional services available to your Facility. See Exhibit C-7 and Item 6 for additional description of options and fees. In addition:

- Standard RMS is a bi-weekly service that includes STR review and evaluation, rate and inventory maintenance, as well as scheduled communication and accessibility and bi-weekly meetings with your assigned Revenue Management Specialist.

- Premium RMS is a weekly service that includes inventory management, as well as scheduled communication and accessibility, weekly meetings with your assigned Revenue Management Specialist, and STR review and recommendations.

    - We may offer a Premium Plus RM Service for a flat monthly fee (currently, $5245) to certain hotels that require additional support. Premium Plus RM Service includes Premium RMS services plus daily recommendations, twice-weekly strategy discussions and two annual property visits.

10. We will provide you with a cloud computing resource called Medallia, which will aggregate all reviews regarding the Facility from TripAdvisor and other major online travel agency sites, as well as customer surveys.

11. We will provide the option to participate in third party competitive rate shop programs across key distribution channels. These third parties may charge monthly fees for their services.

12. We will offer, as an option and for an additional monthly fee, a remote sales service. Under the service, we will assign a designated representative to support your Facility who will respond to group sales leads (within certain parameters authorized by you) and solicit new business for your Facility. See Exhibit C-9 and Item 6 for description of options and fees.

13. We may choose to bundle certain optional service offerings. If we do so, the fee for such combined offering would not exceed that to be charged if you were to participate in each program individually. We reserve the right to assess your Facility and its performance based on a variety of factors to determine if you qualify for any bundled program offering. If available to you, you must execute the then-current form of agreement for such combined service.

Advertising and Marketing

We engage in advertising and marketing activities funded by the Marketing and Global Sales Fees that franchisees pay us to promote all hotels operating under the Wyndham trade name, including Wyndham Grand, Wyndham, and Wyndham Garden, and to maximize the general public recognition, acceptance or use of the Wyndham trade name. The marketing may include various forms of advertising and promotion activities using any media we deem appropriate. Specific advertising activities may include: online, broadcast, print media, sponsorships, e-mail and direct mail. Advertising may be created and placed internally or by advertising agencies with the participation and supervision of in-house staff. The Fund (as defined below) may also be used to pay for e-commerce, market research, public relations, guest services, training, the central reservation system, distribution and the staffing of sales offices which generate corporate, government, tour and other bookings at hotels under the Wyndham trade name and other marketing support. We select the nature and type of advertising copy, media placement or other aspects of the marketing program. Media coverage may be local, regional or national. We do

not have to expend any portion of the Fund or otherwise for marketing or advertising in your trading area or territory, and we do not promise that your Chain Facility will benefit directly or proportionately from marketing activities.

Each franchisee's Marketing and Global Sales Fee will be deposited into the Marketing Fund (the "Fund"). The amount of your Marketing and Global Sales fee is 3% of GRR. Neither we nor any affiliate owns any outlets; however, it is our intention that any franchisor-owned outlets and all or at least substantially all Franchisees contribute to the Fund on an equal basis.

The Marketing and Global Sales Fees are not held in trust and we do not manage the Fund in a fiduciary capacity, although they are separately accounted for on our books. We administer the Fund and apply the Fund at our discretion. We are not required to, nor do we have the Fund audited. We do not provide reporting to you or issue financial statements to franchisees on the Fund. Any monies which remain in the Fund at the end of the year (or deficiencies where the amount of money spent for marketing exceeds the revenues collected for the year), are carried over into the following year. The Fund may be used to compensate us or an affiliate for any administrative or other services, such as reasonable expenses incurred for accounting, data processing, collection, bookkeeping, reporting, computer system maintenance, and legal services which we or the affiliate provide to the Fund or in support of marketing activities and for our out-of-pocket costs. In addition, we or an affiliate may provide products or services to the Fund. We may earn a profit on these products and services. However, any such products or services will be provided by us or an affiliate at a cost comparable to the cost that the Fund would otherwise incur if the products or services were obtained from unaffiliated third parties. In 2022, expenditures from the Fund for marketing were used as follows: 21.2% for media placement (including electronic marketing), 0.8% for production, 0.1% for promotions and sponsorships, 19.7% for administration (including bad debt expense), and 58.2% for other expenses (e.g., public relations, guest services, training, field services, group and corporate sales). In 2022, no funds were used principally to solicit the sale of new franchises.

You may conduct your own local marketing program if all materials conform with System Standards, including proper usage of the Marks, or are approved in writing by us. We may, at our option, offer you advertising copy and other marketing materials at prices which reasonably cover our direct and indirect costs.

We presently do not have an advertising council or a marketing and sales cooperative, nor are you currently required to participate in a local, regional or market segment-based marketing and sales cooperative, although we consult from time to time with groups of franchisees to solicit their views and input. In the future, we may establish a regional, local or market segment-based marketing and sales cooperative ("Co-op") which you may participate in on a voluntary basis. All franchisees in the Co-op will pay dues under the same formula, which will be payable annually in advance of the year in which the marketing and sales are to be done. We will offer matching contributions from the Fund to support qualifying marketing and sales activity by the Co-op. We will administer the activities of the Co-op on its behalf, including collecting dues and performing other bookkeeping functions, organizing Co-op meetings and placing marketing and sales programs. The Co-op will not operate from written governing documents. We will not be required to issue annual or periodic financial statements for the Co-op, however, we will create and provide updates to a marketing and sales plan for the coming year, for participating members

of the Co-op. We have the authority to form, change, dissolve or merge the Co-op at our discretion.

Technology Systems

Central Reservation System. During the term of the Franchise Agreement, you must participate in the central reservation system ("CRS") that we or our designated third party administers on an exclusive basis, including entering into all related technology agreements and complying with all terms and conditions we establish for participation. The Facility may not book any reservations through any other electronic reservation system, booking engine or other technology. (Franchise Agreement, Section 8.A)

We can independently access your electronic information and data, and collect and use this electronic information and data in any manner we choose, without any compensation to you.

Property Management System. You must purchase a property management information system, including computer hardware and software ("PMS") and Internet access service so that the Facility can interface with the CRS.

The PMS books reservations, performs check-in and check-out functions, manages rates and inventory, collects and transmits to the enterprise data warehouse certain information collected about each guest reservation, automates the front desk and operational record keeping of the Facility, and interfaces with other electronic systems at the Facility. We will consult with you to assist in determining the appropriate PMS product for your Facility.

We currently have one approved system under our technology standard. We may from time to time, at our option, change or make exceptions to our PMS technology standard. You will be required to execute a MITA with us and applicable Schedule for the PMS. The hardware for the OPERA PMS can be purchased separately from an affiliate or from any source so long as it meets our technology standards and minimum technical requirements. (Exhibit C- 2) We require you utilize tokenization technology for the transmission of credit card information to and from the PMS. We currently have one approved gateway provider to support tokenization and chip and pin technology. Accordingly, you are required to sign the Hosted Services Agreement with Elavon (Exhibit C-3), which may include additional services and fees, when you sign the MITA and the applicable PMS Schedule. We may, in the future, add or discontinue gateway providers in our sole discretion.

OPERA PMS: Oracle's OPERA PMS, offered as a cloud-based solution for property management for which the databases, servers, application servers, and storage are housed in the Oracle data center and not at the Facility. The cloud-based OPERA system from Oracle is available in three levels of sophistication depending on the needs of the Facility. Facilities must also have an OPERA interface PC and any required workstations that meet the system's minimum technical requirements.

When you subscribe to the OPERA PMS, you must pay a one-time Set-Up and Implementation Fee that ranges from $15,100 to $28,425, depending on which level of OPERA system you choose, plus amounts for any required or optional additional interfaces (ranging from $525 to

$3,050 per interface) and the associated support fees. The Set-Up and Implementation Fee includes on-site deployment, installation and training and must be paid at least 30 days before the Opening Date of the Facility. The Monthly Support and Service Fee for an OPERA PMS ranges from $8.50 to $11.25 per room per month. This fee range includes support of the OPERA application, HTCS and CRISP services, database backups and hosting fees as described in the MITA. We offer, as an option and for a fee, standard or premium service levels of an automated revenue and rate management solution.You will be required to subscribe to any future OPERA upgrade when it becomes available, which may include additional or different services and fees, and you may be required to execute a new OPERA Schedule to the MITA, or amend your current OPERA Schedule. (Exhibit C-2) Facilities connect to the Oracle data center via their own broadband connection, which must meet certain requirements as specified by Oracle.

OPERA FOUNDATION	**OPERA STANDARD**	**OPERA PREMIUM**
One-Time Set Up & Implementation Fee Includes up to six standard and four enhanced interfaces Additional interface installation fees range from $525 to $3,050 per interface		
$15,100	$18,825	$28,425
OPERA Monthly Support, HTCS & CRISP Services Fees (Billed Monthly*) Additional interface support fees ranging from $0.12 - $0.36 per room/per month may apply *Monthly Support and Service Fees can be increased up to 5% each year.		
$8.50 per room/per month	$9.75 per room/per month	$11.25 per room/per month

We may require you to purchase additional or replacement communications hardware or software, additional random-access memory or additional hard disk storage to keep pace with changes in technology. There is no contractual limitation on the cost or frequency of this obligation. Neither we, nor Oracle has any obligation to modify, enhance or rewrite the PMS software for the OPERA systems. If we, or Oracle modifies, enhances or rewrites the OPERA PMS software and you are not in default under the MITA (including any schedules thereto) or the Franchise Agreement, we will provide to you and you must install the modified software in accordance with our Chain-wide distribution plan. As described above, the annual cost of any optional or required maintenance, upgrades, or support contracts for this system ranges from $10,200 to $13,500 for a 100-room Chain Facility.

Network Connectivity Services. You must obtain network connectivity to enable your PMS to interface with the CRS.

For any of the PMS options described above, you may procure network connectivity through a broadband Internet connection from an ISP, for which you must pay the ISP's service fee. Your network connectivity must meet the system requirements required by Oracle for an OPERA PMS.

Preventative Maintenance /Mobile Operations Support Tool. If you require assistance tracking your preventative maintenance needs, as measured by your Facility (i) receiving a failing score on a

quality assurance inspection or (ii) receiving an average Medallia overall score for the preceding 12 month period less than 6.0, (or its then equivalent score) we will require you to subscribe to engage a third party for preventative maintenance service, including a mobile application, provided by a third party to help you manage your housekeeping and maintenance processes. We may offer as an option or, in the future, mandate a certain program or provider.

Through your subscription to the OPERA PMS, you may, for a fee, subscribe to an optional third-party mobile device-based system, (MOP), for managing and automating tasks such as housekeeping, maintenance and guest support functions at your Facility. As part of the MOP system, for additional fees, you may also subscribe to an optional Guest Interaction Texting System that enables the hotel to connect with guests via texts to their mobile devices, as well as an optional Emergency Safety Device feature that provides panic button functionality to your hotel staff on MOP-enabled mobile devices. With written notice, we may mandate subscription to the MOP system or a similar system and supplier in the future, by updating System Standards.

Intranet Portal. We will provide access to a proprietary company intranet where you can access brand specific information, including System Standards and corporate communications specific to System and WHR initiatives. We will offer tools to help support your business including site reporting, industry reporting, bill payment, marketing, Global Sales, Loyalty and Revenue Management resources as well as access to ratings and reviews, and corporate information. We may, in the future, charge a fee for the support and maintenance of this service.

Other Obligations. You must offer wireless high speed Internet access in all guest rooms, meeting rooms and public areas at the Facility.

We offer, as an option, support for a WIFI solution called Wyndham WIFI. If you choose to participate you will sign an agreement with a third-party vendor for equipment and installation of the WIFI solution and an agreement with us for support under our Hotel Connectivity Solutions Support Agreement. See Item 6 and Exhibit C-8.

Confidential Standards of Operation and Design Manual

We will provide you with access to the Standards of Operation and Design Manual and any other manuals for franchisees which contain specifications for the construction or renovation and operation of the Facility under the System. The Wyndham Rewards Front Desk Guide is also a System Standard. These Manuals and System Standards may be amended. The table of contents of the Manual consisting of 282 pages is set forth in Exhibit F. (Franchise Agreement – Section 11.A)

Training

WHR's hospitality operations training team offers a variety of mandatory and optional training programs, workshops, online training and other training resources.

All personnel employed at your Facility in those positions we designate to receive training must attend and successfully complete our initial training program and other training programs we may require. Certain training programs and additional fees are described below. In addition,

you are responsible for your employees' travel, lodging and meal expenses and wages while attending any training program. (Franchise Agreement – Section 5.B)

Training Administration. We maintain a staff of field-based training professionals who conduct training regionally and at the hotel level. Each of these trainers has an operational, training and/or human resources background with us and/or with other hotel companies. We also draw upon the experience of other officers and employees of us and the Lodging Affiliates in conducting training.

General Manager Certification. We will provide training for your general manager in our Hospitality Management Program ("HMP" or the "Program"). This Program consists of approximately 34 hours of training and may be offered in i) a hybrid, in-person and virtual format or ii) a virtual-only format In-person components are held in our corporate offices in Parsippany, NJ, as well as at locations local to our corporate offices or central locations in North America. Classroom training can be delivered through various media including in-person (except for the virtual-only format), live webinars or self-paced learning activities on our online training platform, Wyndham University. PowerPoint presentations, participant manuals and additional handouts are utilized during the Program.

If we do not offer HMP within the time periods specified below, required participants must complete the next available Program.

- Initial general manager: no later than 90 days after the Facility's Opening Date; and
- Replacement general manager: no later than 90 days after he/she assumes responsibility as a general manager.

The tuition fee is $2,250 for HMP, if the initial general manager successfully completes this mandatory training program and all related components to our satisfaction within the timeframe noted above. If the general manager does not complete the Program as required, you must pay the initial tuition in addition to the tuition then in effect at the time your general manager completes the Program. Additional employees of the Facility may complete HMP at the same time as your general manager at a tuition fee of $1,400 per participant. If your general manager participates in the hybrid format, you are responsible for all travel, lodging and meal expenses for your general manager. If you own more than one Chain Facility, you must send your initial (and any replacement) general manager from each Facility to HMP within the specified time frames. We reserve the right to require the general manager of your Facility to recertify by attending HMP (or its then equivalent offering), every eight years at the then current tuition.

Human Trafficking Prevention Training. In addition to HMP Training, each general manager is required to take our Human Trafficking Prevention Training course no later than 90 days after the Facility opens, and within 90 days of a subsequent general manager's start date. Your general manager must complete the course biennially, within two calendar years from the last completed training. The material for this course is delivered via Wyndham University's web-based training module. There is currently no fee for this training. If your general manager plans to receive similar human trafficking prevention training from a third party, the course must be pre-approved if you wish for it to satisfy this requirement. In addition, your general manager must certify on a

biennial basis that he or she has trained or caused the training of hotel staff in human trafficking prevention. We will provide training resources to assist in satisfying this requirement through Wyndham University and the Chain's Intranet Portal.

Count on Us Training. In addition to HMP Training, each general manager is required to take our Count on Us training course no later than 90 days after the Facility opens, and within 90 days of a subsequent general manager's start date. In addition, all team members must complete the required trainings focused on Count on Us included in the Introduction and Overview as well as the Count on Me Certification and Safe Stay Guidelines. In Room Attendants are also required to complete the Public Space and Guest Room Cleaning, Laundry Procedures and Room Attendant Safety trainings. If your Facility provides food service, all applicable team members must complete the Food Service training. Your general manager must certify the training has been completed. The material for this course is delivered via Wyndham University's web-based training module. There is currently no fee for this training. We will provide training resources to assist in satisfying this requirement through Wyndham University and the Chain's Intranet Portal.

Opening Training. If your Facility is a new construction or conversion hotel, you are required to participate in Opening Training. This training is conducted on site at your Facility anywhere from two weeks prior to, or up to 90 days after, the Facility's Opening Date. The tuition and facilitator costs for Opening Training are included in your Continuing Education Fee. The duration for this training is dependent on the size of your Facility and can vary from 1-5 days. Training topics include Count on Me service culture, Housekeeping, Front Desk, and Wyndham Hotels & Resorts Tools and Resources.

In 2023, we plan to offer HMP training approximately 8 times, spread out over the year. Training may be offered in either format: i) hybrid, in-person and virtual, with the in-person portion held in either our corporate offices in Parsippany, NJ, a location local to our corporate offices, or central locations in North America, or ii) virtual-only. If your general manager attends the hybrid format, we reserve the right to require in-person attendance at specific locations based on the region in which the Facility is located. Human Trafficking Prevention Training and Count on Us Training are available online at any time via Wyndham University and our Intranet Portal. Opening Training will be conducted at each Facility anywhere from two weeks prior to, or up to 30 days after, the Facility's Opening Date. Required participants must complete all training components to our satisfaction, (including any pre-course activities) as outlined below unless stated otherwise in the Franchise Agreement. Tuition for these programs is subject to increase and is non-refundable.

The charts below show a summary of these programs as they existed on December 31, 2022.

TRAINING PROGRAM

HOSPITALITY MANAGEMENT PROGRAM			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Organization and Brand	2 hours	None	Corporate designated

Overview			location (Hybrid only) or Online
Sales and Marketing Management	7 hours	None	Corporate designated location (Hybrid only) or Online
Revenue Management and Tools	4 hours	None	Corporate designated location (Hybrid only) or Online
Customer Experience / Quality Assurance	3 hours	None	Corporate designated location (Hybrid only) or Online
Property Operations and Tools	9 hours	None	Corporate designated location (Hybrid only) or Online
Leadership and People Management	9 hours	None	Corporate designated location (Hybrid only) or Online

HUMAN TRAFFICKING PREVENTION TRAINING			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Human Trafficking Prevention - detection, prevention, and assistance	1 hour	N/A	Virtual

COUNT ON US			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Introduction and Overview	15 Minutes	0	Virtual
Public Space and Guest Room Cleaning, Laundry Procedures and Room Attendant Safety	48 Minutes	0	Virtual
Count on Me Certification, Safe Stay Guidelines	90 Minutes	0	Virtual
Food Service (If applicable): Personal Hygiene and Service	15 Minutes	0	Virtual

OPENING TRAINING			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**

Count on Me Certification, Housekeeping, Front Desk, WHR Tools including; MyPortal, Electronic Payment Tool, Medallia, and STR reports	Dependent on Days of Training: 8 – 40 hours	Dependent on Days of Training: Up to 30 hours	Your Facility

Notes:

The hospitality industry experience of the learning team staff ranges from 1 to 44 years, with an average (mean) of 30 years. Their experience with WHR, its predecessors, the Lodging Affiliates and us ranges from 1 to 36 years, with an average (mean) of 20 years.

Wyndham Connections. We may hold Wyndham Connections owner training for franchisees who have not previously owned a Chain Facility or any hotel licensed by the Lodging Affiliates . This training will cover topics including: Design and Construction, Brand Standards, Global Sales, and Revenue Management. There is no fee for the first attendee of the program which may run for up to 3 days, however if training is provided in-person, you will be responsible for your travel, lodging and meal expenses. Additional attendees may participate, at your option, for a charge of $1,000 each.

Remedial Training. We may require you, your GM and/or Facility staff to participate in a remedial customer experience assessment or training if the Facility receives (i) a failing score on a quality assurance inspection, (ii) a score of 6.0 (or then equivalent score) or below in consumer feedback responses, (iii) experiences significant complaints to our Customer Care Department, as determined by us in our sole discretion, or (iv) if at the time of the Facility's first post-opening Quality Assurance inspection, the Facility receives a failure rating on guest room cleanliness or a failing service score. The assessment or training may take the form of an online tutorial for a fee of up to $250, or depending on need, a one-to-two-day, remedial class on housekeeping for an additional fee of up to $1,250, which may be offered at our corporate offices, at a regional location, or at the Facility. If the assessment or training is conducted at the Facility, you must provide complimentary lodging for our representative. Fees are subject to change by modifying System Standards.

Product Quality Training. For additional and/or repeated instances of cleanliness or service failures, we reserve the right to require additional on-site training that can range from 1-10 days and cost between $1,500 - $5,000, plus the cost of travel and lodging for our instructor(s). Fees are subject to change by modifying System Standards.

Continuing Education. We will provide a comprehensive curriculum of hotel operations training. This training is available to all hotel team members and delivered in the form of live workshops, webinars, playbacks, online courses, videos, job aids, checklists, discounts to industry memberships/certifications, etc. Training topics include Guest Loyalty, Facility Culture, Guest Service, Leadership/People Management, Quality, Revenue Management/Generation, Sales/Marketing, Financial Management, Reputation Management, Food and Beverage, Social Responsibility, Hospitality Law, Chain Facilities (keystroke and best practices) and more.

The cost of ongoing learning and development support for your entire hotel team is $4,000 per year. This fee includes (i) the tuition for two regional workshops, (ii) the tuition for one additional attendee to HMP in your first Franchise Year and one attendee in each subsequent year, (iii) tuition and facilitator costs for up to 5 days of on-site Opening Training for new construction and conversion hotels, (iv) access to Wyndham University, WHR's learning management system, for your entire hotel team, (v) service culture support and training materials, and (vi) access to exclusive leadership development content.

Optional Customized Training. At your request, we may provide customized training for your front desk, restaurant, reservations, housekeeping, engineering, and/or other operations employees. We will determine the number of facilitators and the length and content of the training based on our assessments of your requested training. The cost of any training starts at $750 per day (up to 8 hours, whether on-site or virtual), plus travel and lodging expenses for the facilitator(s) if you opt to have the training held on-site at the Facility. Final cost is dependent on the type of training, time and resources required.

Wyndham Rewards Training. All facilities must participate in a training program on our customer loyalty program, Wyndham Rewards. All managers must complete a manager specific web-based training and all front desk associates must complete a general web-based training.

Conferences. We require general managers to attend an annual national leadership conference. The national leadership conference will typically be held every 12 to 18 months and may be included as part of a WHR multi-brand conference. Costs for these conferences are determined annually and billed back to you even if you do not attend the conference.

Regional Meetings. Certain personnel employed at the Facility may be required to attend periodic meetings held to address matters of general interest to the System. We will establish the locations where these programs are offered. If you participate in any of these programs, you must pay any tuition we establish for the program as well as the travel, lodging and meal expenses and wages for your personnel attending it.

No-Show and Cancellation Policy. If you or your general manager, or any other member of your staff you designate, fails to register for a required training program within the required time period, or registers for a training program but fails to attend such program as scheduled without, notifying us in advance, whether such attendance is required or optional, we may charge you a No-Show Fee of up to 100% of the tuition for the program. If you, your general manager or any other member of your staff cancels participation in any training program less than fourteen (14) days before it is scheduled to be held, we may charge you a Cancellation Fee of up to 50% of the tuition for the program. No-Show and Cancellation Fees are in addition to the tuition you will have to pay at the then offered rate when you or your general manager attends the program. We may assess you additional No-Show or Cancellation Fees for continued failures by you.

ITEM 12. TERRITORY

You will not receive an exclusive territory. You may face competition from other Chain Facilities, other hotels operating under the Wyndham tradename, franchisees of our Lodging

Affiliates, from outlets that an affiliate of ours owns or manages or from other channels of distribution or competitive brands that an affiliate of ours controls. This may include transient lodging facilities, timeshare resorts, vacation or residence clubs, fractional ownership residences, condominiums or the like which are owned, managed or franchised by our current or former affiliates or by subsequently acquired companies or brands. These competitive outlets could be adjacent, adjoining or proximate to your Chain Facility. The franchise is for the development and operation of a single Chain Facility at a specified location. In general, we do not permit you to relocate the Facility. We do not usually grant franchisees options, rights of first refusal or similar rights to acquire other Chain Facilities. Our standard Franchise Agreement does not provide a protected territory.

When business circumstances warrant, however, we may in our sole discretion agree to some measure of territorial protection after considering various relevant factors like the size and characteristics of the relevant hotel trading market and your Facility, demographics, concentration and proximity of demand generators, such as meeting and convention facilities, commercial offices, businesses, tourist attractions, and other factors. If we agree to territorial protection, we will not open or license anyone else to open a Chain Facility within a defined area for a certain period of time. Territorial protection would not include protection from (i) the establishment of hotels, timeshares, vacation or resort properties or other lodging facilities under other brands that we or our current or former affiliates own, manage or franchise, (for example, if you operate a Chain Facility, protection would not include protection from the establishment of Wyndham Grand hotels), or (ii) the conversion of another hotel to a Chain Facility as a result of an acquisition. In addition, any Chain Facility located within the protected territory when your Franchise Agreement becomes effective may have its franchise renewed or reissued, expanded for additional guest rooms or, if its franchise terminates or is not renewed, replaced with a replacement Chain Facility having not more than 120% of the guest rooms of the replaced Facility, located within the same protected territory.

We and our affiliates have the right to own, develop and operate, and to license others to develop and operate, hotels and lodging facilities (including, without limitation, upscale, luxury, select service, resort and garden hotels and extended stay facilities), timeshare or vacation ownership resort properties, restaurants or other business operations of any type whatsoever, under the Proprietary Marks, Wyndham tradename, or under other trade names, trademarks and service marks, at any location except the location specified for the Facility, including locations adjacent, adjoining or proximate to the location specified for the Facility, and that these business operations may compete directly with and adversely affect the operation of the Facility. Any conflicts between you and us regarding territory, customers and our support will be resolved under the Franchise Agreement. We have no procedure for resolving conflicts between you and franchisees of other brands. However, any resolution of any conflicts regarding territory, customers or support services will be entirely within our discretion.

If we decide to grant you a protected territory, the territory may be defined in the Franchise Agreement as a radius from the front door of the Facility or an irregular area bound by one or more streets, highways, governmental jurisdiction boundaries or natural boundaries, or by latitude and longitude and described in words, depicted on a map, or both. There is no minimum protected territory that we offer. Continuation of such territorial exclusivity will typically not

depend on your Chain Facility achieving certain sales volume, market penetration or other contingencies. We may operate, lease, manage, or license any other party to operate a Chain Facility in the Protected Territory beginning (a) six months before the expiration of your Franchise Agreement, or (b) as of the date that a date for the premature termination of your Franchise Agreement has been confirmed in writing by us. If you are granted a Protected Territory, there are no restrictions on our or our affiliates soliciting or accepting reservations from guests residing in your Protected Territory on behalf of you and other Chain Facilities, and we reserve the right to continue to do so using our service marks.

We will not restrict you or any other franchisee from soliciting or accepting guest reservations from inside or outside of your local market, including through telemarketing, direct mail, online marketing or other means, providing that you comply with applicable law. However, the Facility must not book reservations through any electronic reservation system, booking engine or other channel other than our central reservation system or through approved consumer website(s) or third-party distribution sites unless permitted under our System Standards or with our prior written consent. You will participate in System marketing programs in which you make a commitment to serve guests according to the terms of the programs.

In addition, we provide information about and book reservations for hotels operating under the Wyndham tradename, or hotels franchised by the Lodging Affiliates through our toll-free reservation number or an approved consumer website. You will receive no compensation for our sales through our distribution channels, unless we make a reservation on your behalf, in which case, you will receive the revenue from the reservation. We will prioritize Chain Facilities over other hotels in a destination if there is room availability at a Chain Facility, it meets the guest's search criteria, including closest proximity to a point of reference or point of interest, and it is not in default under its Franchise Agreement. The Lodging Affiliates have reciprocal programs for booking reservations at Chain Facilities. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties.

ITEM 13. TRADEMARKS

We will grant you the right to operate your Facility under the Wyndham Garden Marks (defined below), or any new marks which are included in the System. We may ask or permit you to utilize a secondary designation with the licensed Mark for the Facility.

Our affiliate, Wyndham Hotels and Resorts, LLC[1], owns the following service marks that are registered on the principal register of the United States Patent and Trademark Office. Affidavits of use and renewal applications have been filed as required by law.

Mark	Registration No.	Registration Date
	3,239,884	May 8, 2007

[1] References to Wyndham Hotels and Resorts, LLC in this Item 13 mean the owner of the "Wyndham" family of trademarks and not our ultimate parent, Wyndham Hotels & Resorts, Inc.

Mark	Registration No.	Registration Date
Wyndham Garden®	1,962,596	March 19, 1996
	4,577,382	July 29, 2014

The Marks above are owned by Wyndham Hotels and Resorts, LLC and licensed to us under a license agreement effective March 31, 2018 (the "Mark License Agreement"). The Mark License Agreement is for a term of 25 years, and authorizes us to sublicense the service marks to our franchisees. In the event the Mark License Agreement terminates, all existing Franchise Agreement will be assigned to Wyndham Hotels and Resorts, LLC, who will assume all of our rights and obligations under the Franchise Agreement. We are required under the Mark License Agreement to ensure that all Hotels utilizing the service marks meet our quality assurance standards.

Except as described above, there are no other agreements that currently limit our right to use or license the Marks in a manner material to the franchise.

Your right to use the Marks and any other symbols, logos, insignia, trademarks or service marks developed for or with your Wyndham Garden hotel is derived solely from the Franchise Agreement and is limited to the conduct of business under and in compliance with the Franchise Agreement and all applicable specifications, standards and operating procedures we prescribe during the term of the Franchise Agreement. Any unauthorized use of the Marks by you will constitute an infringement of our rights in and to the Marks. You may not use the Marks in your corporate name, partnership name, tradename, name of any business entity, legal name, social media profile or handle name, or in any Internet address or domain used to identify a site on the Internet unless otherwise approved by us, but you may use a Mark in an assumed business or trade name filing, provided such filing is the full name of the property, including any secondary designation as set forth in the Membership Agreement. You must cooperate to provide us with documents or other evidence necessary to obtain protection for the Marks or to maintain their continued validity and enforceability. As between us, we and our affiliates own all rights in the Marks and associated goodwill. You may not contest our or their interest in the Marks, or assist anyone else to do so.

You must promptly notify us of any unauthorized use of the Marks or marks that are confusingly similar to the Marks. You must notify us of any challenge to your right to use, or the ownership of, the Marks. We alone have the right to control any proceeding or litigation involving the Marks, including any settlement. We need not initiate suit against imitators or infringers who do not have a material adverse impact on your Facility or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material. We also have the right to keep all sums obtained in settlement or as a damages award in any proceeding or litigation without any obligation to share any portion of the settlement sums or damages award with you. You will cooperate with our efforts to resolve these disputes.

We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses (defined in Appendix A of the Franchise Agreement), you

incur in any action or claim alleging that your proper use of the Marks is an infringement of a third party's rights to any trademark, service mark or trade name (Franchise Agreement – Section 8.3). You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with the defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

We may substitute different marks for, or modify the current Marks if the current Marks can no longer be used, or if we determine in our sole discretion that the substitution or modification will be beneficial to the System. If we transfer our rights under the Franchise Agreement, we may also require the purchaser to substitute different names or marks in connection with the continued operation of the business. In either case, you may be required, at your expense, to discontinue or modify your use of any of the Marks or to use one or more additional or substitute names, marks or other identifying symbols.

There are no currently effective material determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court; no pending material infringement, opposition or cancellation actions; nor any pending material federal or state court litigation involving the Marks other than as may be stated in this Disclosure Document. We are aware of non-material, unauthorized use of one or more of the Marks as part of third-party domain names. We are not aware of superior prior rights or infringing uses of the Marks that could materially affect your use of them.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no issued patents or patent applications that, as of the date of this Disclosure Document, are material to the franchise or part of your Franchise Agreement. We claim copyright protection in all copyrightable materials developed for our business, including the System Standards, Manual, videos, training materials, marketing materials (including all advertising and promotional materials), architectural drawings, building designs, interior design manuals and guidelines, proprietary fabrics, artwork and furnishings, logos, and business and marketing plans, whether or not registered with the U.S. Copyright Office ("Copyrighted Materials").

Under the Franchise Agreement, we may revise the System Standards and you must comply with those changes.

We have an agreement with Oracle as our PMS technology partner under which they offer cloud-based solutions for property management. We will license to you the right to use the OPERA PMS for the term of your Franchise Agreement, subject to obsolescence or any other early termination of your MITA. We can license or sublicense the PMS to you under our contractual arrangement with Oracle. Limitations on the use of the OPERA PMS' is described in Exhibit C-2.

You must take all appropriate actions to preserve the confidentiality of our trade secrets, our other information not generally known to the lodging industry, or other information we otherwise

impart to you or your representatives in confidence, including the Manual and other documents (the "Confidential Information"). Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alternation of the source code of this software). You will use Confidential Information only for the Facility and to perform under your Franchise Agreement. We will respond to any inquiry from you about continued protection of Confidential Information.

All Copyrighted Materials and Confidential Information are owned exclusively by us. Your right to use Copyrighted Materials and Confidential Information is derived solely from the Franchise Agreement and is limited to the conduct of the business under and in compliance with the Franchise Agreement and all applicable specifications, standards, and operating procedures we prescribe during the term of the Franchise Agreement. Any unauthorized use of our Copyrighted Materials or any unauthorized use or disclosure of Confidential Information will constitute an infringement of our rights in and to the Copyrighted Materials and Confidential Information.

There is currently no litigation pending involving the Copyrighted Materials or Confidential Information. We do not know of any effective material determinations of the U.S. Copyright Office or any court regarding any of the Copyrighted Materials or Confidential Information. There are no agreements in effect that significantly limit our right to use or license the Copyrighted Materials or Confidential Information.

You must notify us promptly of (i) any adverse or infringing uses of the Copyrighted Materials, Confidential Information or other System intellectual property, or (ii) any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone handle disputes with third parties concerning use of all or any part of the System. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on your Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material. We also have the right to keep all sums obtained in settlement or as a damages award in any proceeding or litigation without any obligation to share any portion of the settlement sums or damages award with you. You will cooperate with our efforts to resolve these disputes.

We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, you incur in any action or claim alleging that your proper use of the System and any property we license to you, including the Copyrighted Materials or Confidential Information, is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name for as long as the Franchise Agreement is in full force and effect. You will cooperate with the defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

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

You do not have to participate personally in the direct operation of your Facility although we recommend that you do so. If you do not personally manage the Facility, you must hire a management company or individual manager with significant training and experience in general management of similar lodging facilities to manage the Facility. The manager must successfully complete our training program. You are solely responsible for all employment decisions for your Facility, including recruitment, hiring, firing, scheduling, remuneration, personnel policies, training, benefits, safety, security, supervision, discipline and termination, regardless of whether you received advice from us on any of these subjects. The management company or individual manager does not have to own an equity interest in the franchisee or the Facility.

We reserve the right to require you to retain a third-party manager or management company approved by us if you do not have significant experience managing a hotel, or are receiving a Development Incentive (see Item 10). If we require you to retain a third-party manager or management company, we reserve the right to approve any management agreement between the owner and any approved management company.

You, or your manager/management company, must not divert any business of customer of the Facility to any competitor, or do any other act which may cause harm to the goodwill associated with the Marks and the System.

If you are an entity, your owners, general partners, or controlling shareholders or members must guarantee your obligations under the Franchise Agreement. If you or the owners of the Facility are located in a community property or tenancy by the entirety – no severance state, your owners' spouses must also sign the guaranty. We may make exceptions to the obligation to provide a guaranty when business circumstances warrant.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may not offer goods or services in your Facility that we do not authorize. You must operate the Facility in strict conformity with the standards we specify in the Franchise Agreement, our Manual, or otherwise.

You must use the Facility premises solely for the operation of a Chain Facility. You may not share the Facility's swimming pool (if any), front desk, telephone system, parking lot and other guest service facilities with another lodging or housing facility. You may not develop or operate a timeshare or vacation ownership resort that is integrated into, or that shares amenities or services with, the Facility without our advance written consent. You may not use the Facility for gaming purposes without our consent or install any electronic or video games, vending machines or similar items that we have not approved. You may not permit any activity at the Facility which would negatively impact the goodwill of the System.

You may not provide any guest service or offer any product except as described in the Manual or otherwise in writing, and you must offer all System-wide products, services and programs we establish or that we determine to be in the best interest of the System. These may include guest-

accessible high speed Internet service, guest recognition programs such as "Wyndham Rewards," complimentary services for senior citizens, children, veterans and frequent guests, travel agent and other programs.

You must provide food and beverage service that meets our standards and specifications. All Chain Facilities must offer all menu items and beverages we prescribe in the Manual or otherwise approve.

We may add to or modify any of the programs, products or services we require you to offer, and you must comply with the changes we adopt. There are no contractual limitations on the frequency and cost of your obligation to adopt our changes.

You must participate in our Best Rate Guarantee program and may not make available room rates through any publicly available channel which are lower than the rates you offer through our brand channels.

We grant this franchise only for the number of guest rooms specified in the Franchise Agreement. You may not change the number of guest rooms or make other structural changes to the Facility without our advance written consent.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

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

Category	Section in Franchise Agreements	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Summary
a. Length of the franchise term	5	2.	13; Oracle Schedule 7; MOP Schedule 7.1	20 years for new construction; 15 years for conversions and transfers. Unless earlier terminated in accordance with agreement, the PMS and Signature Reservation Service is concurrent with the franchise under the Franchise Agreement, subject to early termination for obsolescence or any other basis for early termination.
b. Renewal or extension of the term	5	Not Applicable	Not Applicable	Neither party has renewal rights. Any continuation of the Facility's affiliation with the

Category	Section in Franchise Agreements	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Summary
				Wyndham Hotel chain is subject to your execution and delivery of our then current form of Franchise Agreement, which may differ materially from your current Agreement and may require payment of different and higher fees and substantial capital investment in the Facility as a condition of continued affiliation.
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable	Not Applicable	No renewal or extension rights
d. Termination by franchisee	11.3, 15.6	Not Applicable	13.1, 13.3; MOP Schedule 7.2	If Franchisee elects not to repair or rebuild the Facility due to a Casualty event, Franchisee shall have the right to terminate upon written notice to Franchisor within 60 days of closing of the Facility; Franchisee will be obligated to pay liquidated damages as set forth in Section 18. Any provision regarding termination in the Franchise Agreement is subject to state law. You may terminate MOP with 30 days' notice.
e. Termination by franchisor without cause	Not Applicable	Not Applicable	13.2; MOP Schedule 7.2	We may terminate the MITA and its Schedules for convenience upon 60 days' advance notice.
f. Termination by franchisor with cause	11.2, 17.1, Schedule D	Not Applicable	13.2, 13.3	We may terminate the Franchise Agreement if you default or fail to provide the Certification per the Franchise Agreement. If the Facility is terminated due to condemnation and unless Franchisee or an affiliate has then signed a franchise agreement or management

Category	Section in Franchise Agreements	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Summary
				agreement to replace the Facility in its trading area with a Wyndham Garden, Franchisee shall pay Franchisor, from the condemnation award, Liquidated Damages as specified in Section 18 of the Franchise Agreement (Exhibit C-1). We may terminate the MITA and its Schedules for breach.
g. "Cause" defined – curable defaults	11.1, Schedule D	Not Applicable	13.2	Failure to pay any monies owed and no cure within 10 days; failure to comply with any of the requirements imposed by the Franchise Agreement within 30 days after notice.
h. "Cause" defined – non-curable defaults	11.1 Schedule D	Not Applicable	13.2	Discontinue operation; lose possession or the right to possession of the Facility; threat to public health or safety; conviction of certain crimes; failure to comply with certain confidentiality covenants; failure to comply with transfer requirements; underreporting of Gross Room Revenues; insolvency; general assignment for benefit of creditors; bankruptcy; receivership; failure to satisfy outstanding judgments for 90 days or longer; dissolution; execution of levy; sale after levy; foreclosure; abandonment or forfeiture of right to do business; or repeated failure to adhere to System Standards.
i. Franchisee's obligations on termination/non-	13	Not Applicable	13.5,15.9,15.16	Stop operating the Facility; deidentify the Facility; cancel assumed name certificates;

Category	Section in Franchise Agreements	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Summary
renewal				pay liquidated damages and other amounts; return Manual, software and other proprietary materials, and at our option, sell us your signs, advertising materials, supplies, inventory or other items bearing the Proprietary Marks. Right to use property management systems immediately ceases.
j. Assignment of contract by franchisor	10	8.	15.14	We have the unconditional right to transfer or assign our rights or obligations under the Franchise Agreement.
k. "Transfer" by franchisee – defined	9, Appendix A	Not Applicable	4.1, 13.2; Oracle Schedule 4.1; MOP Schedule 4.1	Includes sale, transfer, conveyance, pledge, mortgage, or other encumbrance of any interest in the Facility (except interests of limited partners), the Franchise Agreement, the Franchisee or in any person or entity that owns a controlling interest in the Franchisee.
l. Franchisor approval of transfer by franchisee	9	Not Applicable	Not Applicable	We must consent and you must meet conditions before transferring, subject to limited exceptions for affiliate and intra-family transfers and for certain financing arrangements. You may be obligated to repay a Development Incentive loan or other benefit unless we consent to the transferee assuming the repayment obligation. See Item 10.
m. Conditions for franchisor approval of transfer	9.3	Not Applicable	Not Applicable	Transferor must deliver a copy of the sale and purchase agreement; pay all amounts owed; sign a general release; pay (or cause to be paid) an Application Fee; pay a transfer

Category	Section in Franchise Agreements	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Summary
				fee (the amount of the Application Fee actually paid to us will be credited against the transfer fee). Transferee must meet our criteria; attend training; sign then-current Franchise Agreement; complete training.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 9.7	Not Applicable	Not Applicable	After 30 days' written notice, option to purchase on the same terms offered by the third party.
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable	Not Applicable	Not Applicable
p. Death or disability of franchisee	9.4, Appendix A	Not Applicable	Not Applicable	Upon death or permanent disability of you or any controlling principal, the person's interest may be transferred within 6 months to someone that we approve.
q. Non-competition covenants during the term of the franchise	2, 3.11	Not Applicable	Not Applicable	Neither you nor your owners, officers or directors may own, lease, manage or franchise a timeshare resort, vacation or residence club, fractional ownership residence, condominium/apartment leasing or rental business, or the like, for any facility or business that shares common areas, amenities, recreation facilities, services, supplies or support activities with the Facility. You are also prohibited from promoting a different or competing business at the Facility. In addition, the Facility must not book reservations through any other channel other than our CRS or through approved consumer website(s) or third-

Category	Section in Franchise Agreements	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Summary
				party distribution sites.
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable	Not Applicable	Not Applicable
s. Modification of the agreement	4.5, 17.2, Schedule C	3.,8.	15.7; Oracle Schedule 1.1	Franchise Agreement may not be modified unless mutually agreed to in writing. Certain fees set forth in Attachment B may be modified on 30 days written notice. You must comply with Manual as amended. We may modify the Manual and Wyndham Rewards Front Desk Guide. We may modify certain Schedules of the Master Information Technology Agreement. Signature Reservation Service Agreement fees may be increased on 30 days' notice.
t. Integration/merger clause	17.7.4	8.	15.2	Only the Franchise Agreement and representations included in this Franchise Disclosure Document are binding (subject to applicable state law). No other representations or promises will be binding.
u. Dispute resolution by arbitration or mediation	17.6.2	4.	15.15	Disputes arising under the Franchise Agreement, the MITA and the Signature Reservation Service Agreement may be submitted to non-binding mediation.
v. Choice of forum	17.6.3	4.	15.8	Except as otherwise provided by applicable state law, mediation and litigation in New Jersey, except for actions involving monies owed, injunctive or extraordinary relief, or actions involving the

Category	Section in Franchise Agreements	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Summary
				Facility premises that we may bring elsewhere (subject to state law). You may not be required to litigate in New Jersey or apply New Jersey law. See the State Addenda in Exhibit A.
w. Choice of law	17.6.1	4.	15.8	New Jersey law or as otherwise required by applicable state law (subject to state law). You may not be required to litigate in New Jersey or apply New Jersey law. See the State Addenda in Exhibit A.

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote the sale of the 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 this 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.

Lodging chains typically report financial performance metrics of their properties on the basis of Average Daily Room Rate ("ADR") (gross room revenue divided by the number of occupied guest rooms), "Occupancy Rate" (the percentage of available guest rooms actually occupied by guests), and "RevPAR" or gross room revenue per available room (Occupancy Rate multiplied by Average Daily Room Rate). Our System also typically reports on central reservation system activity, such as the percentage of gross room revenue generated from reservations booked through the central reservation center or by members of our loyalty program. In calculating gross room revenue in this Item 19, we take the price paid by the consumer for the room, after all discounts, credits and allowances, and subtract all applicable taxes.

The information in this Item 19 is a historic financial performance representation about our existing franchised Chain Facilities in the United States (including the continental United States,

Alaska, and Hawaii). This Item 19 contains financial performance representations relating to 2022. The financial performance representations do not include information from any Chain Facilities that were open on January 1, 2022 but left the System on or before December 31, 2022. All the Chain Facilities whose information is represented in this Item 19 were operated by franchisees as of December 31, 2022; however, one Chain Facility was operated by our affiliate during part of 2022. In 2022, 7 Chain Facilities left the System; one of the 7 Chain Facilities that left the System in 2022, was open in the System less than 12 months.

Some facilities have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Average and Median ADR, Occupancy Rate, and RevPAR[1]

The table below sets forth the average and median ADR, Occupancy Rate, and RevPAR for Qualified Chain Facilities for the period from January 1, 2022 through December 31, 2022. "Qualified Chain Facilities" means those Chain Facilities that were part of the System on December 31, 2022, passed their last quality assurance inspection prior to December 31, 2022 with a score of A or B (or had yet to receive a quality assurance inspection), and achieved a "Comparable Social Review Score[2]." The total number of Chain Facilities in the United States as of December 31, 2022 was 64. Of those 64 Chain Facilities, 27 Chain Facilities were Qualified Chain Facilities.

2022		Average Daily Room Rate				Occupancy Rate				RevPAR			
	# of Qualified Chain Facilities	Avg.	# Meet or Exceed Avg.	% Meet or Exceed Avg.	Median	Avg.	# Meet or Exceed Avg.	% Meet or Exceed Avg.	Median	Avg.	# Meet or Exceed Avg.	% Meet or Exceed Avg.	Median
Total	27	$134.08	10	37.0%	$122.93	65.8%	12	44.4%	63.4%	$88.16	12	44.4%	$84.58

The information above was obtained from the monthly revenue reports of Chain Facilities submitted by franchisees and represents the most reliable information available to us. For any months in which Chain Facilities did not submit revenue reports, Occupancy and ADR were computed based upon actual data sent to us each night by the Facility's property management system. You set your own room rates.

Average and Median RevPAR Index

The RevPAR Index information below is based on chain scale data provided by Smith Travel Research, Inc., an independent research firm that provides information to the hotel industry. Smith Travel Research receives information directly from hotel chains or individual hotel properties and then groups branded hotels into various chain scales based on each brand's actual average room rates. Independent hotels, regardless of their average daily room rates, are included as a separate chain scale category. We have not audited or independently verified the information provided by

[1] If a Chain Facility changed ownership during 2022, then the ADR, Occupancy Rate and RevPAR information contained in this section for the Facility is only reflected from the date of the subsequent owner's acquisition of the Facility through the end of the year.

[2] A "Comparable Social Review Score" means that, during 2022, a Chain Facility (i) received at least ten total reviews via Medallia, which aggregates reviews from Tripadvisor, major online travel agencies, and other online social review sites, and (ii) achieved an average score from such reviews of 3.5 or above (out of a possible maximum score of 5.0).

Smith Travel Research. The RevPAR Index presented below shows the performance of the Qualified Chain Facilities relative to the U.S. upper midscale chain scale (as identified by Smith Travel Research) (the "Chain Scale"). An index of 100 represents a fair share compared to the Chain Scale. An index greater than 100 represents more than a fair share compared to the Chain Scale. RevPAR Index is calculated as follows: (Qualified Chain Facilities RevPAR / Chain Scale RevPAR) x 100 = RevPAR Index.

The following table sets forth the Average RevPAR Index and Median RevPAR Index for the period from January 1, 2022 to December 31, 2022 for Qualified Chain Facilities.

2022		RevPAR Index – Upper Midscale Chain Scale			
	# of Qualified Chain Facilities	Avg.	# Meet or Exceed Avg.	% Meet or Exceed Avg.	Median
Total Sample	27	106.0%	12	44.4%	101.7%

Central Reservation System and Wyndham Rewards Activity

The following section provides revenue contribution information for Chain Facilities from reservations generated by the Central Reservation System and the Wyndham Rewards loyalty program. The "Central Reservation System" means reservations processed via our and the Lodging Affiliates' call centers ("Call Centers"), our and the Lodging Affiliates' brand websites ("Brand Websites"), other electronic channels such as the global distribution systems ("GDS"), the Wyndham Rewards loyalty program, third party websites, and certain reservations by the Global Sales Organization. Reservations by Wyndham Rewards members were made through the Call Centers, the Brand Websites, other electronic channels and directly with Chain Facilities. Contribution information is reported to us by all Chain Facilities in the System.[3]

The following table sets forth "Central Reservation System Contribution" and "Wyndham Rewards Contribution" for all 64 Chain Facilities in the United States that were part of the System as of December 31, 2022 (the "Contribution Group"). The Central Reservation System Contribution is calculated by dividing the gross room revenue from reservations generated by the Central Reservation System (including by Wyndham Rewards members) at the Contribution Group from January 1, 2022 through December 31, 2022[4] by all gross room revenue at the Contribution Group from the same period, expressed as a percentage. The Wyndham Rewards Contribution is calculated by dividing the gross room revenue from reservations generated by members of the Wyndham Rewards loyalty program at the Contribution Group from January 1, 2022 through December 31, 2022 by all gross room revenue at the Contribution Group from the same period, expressed as a percentage.

[3] If a Chain Facility was operated pursuant to an agreement with one of the Lodging Affiliates on January 1, 2022 but converted to our Chain during 2022, then the totals in this section include contribution information for that Chain Facility for all of 2022.

[4] As used in this paragraph, reservations from January 1, 2022 through December 31, 2022 includes room nights from stays with an arrival between January 1, 2022 and December 31, 2022. For greater clarity, these reservations may include room nights after December 31, 2022, provided the first night of occupancy for such stays occurred on or before December 31, 2022.

2022 Contribution		Total Central Reservation System				Wyndham Rewards (included in Total)			
	# of Chain Facilities	Average	# Meeting or Exceeding Avg.	% Meeting or Exceeding	Median	Average	# Meeting or Exceeding Avg.	% Meeting or Exceeding	Median
Total	64	79.3%	31	48.4%	79.0%	38.2%	26	40.6%	34.7%

We have written substantiation for the historical performance representations contained in this Item 19, which we will make available to you upon reasonable request. We will not disclose the performance data of a specific Chain Facility and its identity without the franchisee's prior written consent.

Other than the preceding financial performance representations, we do not make any representations about a franchisee's future 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 or former outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Paul F. Cash, Executive Vice President and General Counsel, Wyndham Franchisor, LLC, 22 Sylvan Way, Parsippany, NJ 07054, (973) 753-6333; the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION[1]

Table No. 1
Systemwide Outlet Summary
For Years 2020 to 2022 (U.S. Only)

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2020	71	64	-7
	2021	64	65	1
	2022	65	64	-1
Managed[2]	2020	1	1	0
	2021	1	1	0
	2022	1	0	-1
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0

[1] For purposes of this Item 20, U.S. includes the continental United States, Alaska, Hawaii, and Puerto Rico.
[2] Managed hotels are operated pursuant to a Management Agreement between an affiliate of ours and the owner of the hotel. Franchised Facilities are independently owned and operated.

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Total Outlets	**2020**	**72**	**65**	**-7**
	2021	**65**	**66**	**1**
	2022	**66**	**64**	**-2**

Table No. 2[3]
Transfers of Franchised Outlet to New Owners (Other than the Franchisor)
For Years 2020 to 2022 (U.S. Only)

Column 1 State[4]	Column 2 Year	Column 3 Number of Transfers
Alabama	2020	0
	2021	1
	2022	0
Colorado	2020	0
	2021	0
	2022	1
Georgia	2020	0
	2021	0
	2022	1
Indiana	2020	1
	2021	0
	2022	0
Oklahoma	2020	0
	2021	0
	2022	1
Texas	2020	0
	2021	0
	2022	2
Virginia	2020	0
	2021	1
	2022	0
Total	**2020**	**1**

[3] Excluded from these tables were any (i) assignments by initial franchisees to affiliated entities using our Assignment and Assumption Agreement form, and (ii) temporary operating agreements with financial institutions and agreements with receivers.
[4] There have not been any transfers of Wyndham Garden Facilities from franchisees to new owners in any states that are not listed in the table.

Column 1 State[4]	Column 2 Year	Column 3 Number of Transfers
	2021	2
	2022	5

Table No. 3[5]
Status of Franchised Outlets
For Years 2020 to 2022 (U.S. Only)

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations-Other Reasons	Column 9 Outlets at End of the Year
Alabama	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arizona	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
California	2020	7	0	0	0	0	2	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Delaware	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020	7	2	0	0	0	0	9
	2021	9	1	0	0	0	1	9
	2022	9	0	0	0	0	0	9
Georgia	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Idaho	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Illinois	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Indiana	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2

[5] The numbers in Columns 5 and 8 do not include any franchises which were terminated for any reason before the Facility opened as part of our System.

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations-Other Reasons	Column 9 Outlets at End of the Year
Kansas	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Kentucky	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
Louisiana	2020	7	0	0	0	0	3	4
	2021	4	0	0	0	0	1	3
	2022	3	0	0	0	0	1	2
Maryland	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Michigan	2020	4	0	0	0	0	1	3
	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Minnesota	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Missouri	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Nevada	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
New Jersey	2020	1	1	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	1	2
New York	2020	7	0	0	0	0	1	6
	2021	6	0	0	0	0	1	5
	2022	5	1	0	0	0	0	6
North Carolina	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	1	2
Oklahoma	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Pennsylvania	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
South	2020	3	0	0	0	0	1	2

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations-Other Reasons	Column 9 Outlets at End of the Year
Carolina	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	1	2
Texas	2020	7	1	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	1	7
Virginia	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Washington	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
West Virginia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Wisconsin	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Totals	**2020**	**71**	**4**	**0**	**0**	**0**	**11**	**64**
	2021	**64**	**4**	**0**	**0**	**0**	**3**	**65**
	2022	**65**	**6**	**0**	**0**	**0**	**7**	**64**

Table No. 4
Status of Managed and Company-Owned Outlets
For Years 2020 to 2022 (U.S. Only)

Column 1 State[6]	Column 2 Year	Column 3 Outlets at Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
New York	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	1	0	0
Totals	**2020**	**1**	**0**	**0**	**0**	**0**	**1**
	2021	**1**	**0**	**0**	**0**	**0**	**1**
	2022	**1**	**0**	**0**	**1**	**0**	**0**

[6] If a state is not listed in the above table, there were not any managed or company-owned Wyndham Garden facilities located in those states either as of the start or end of the years listed in the table and no managed or company-owned Wyndham Garden facilities were opened in those states during these years.

Table No. 5
Projected Openings as of December 31, 2022 (U.S. Only)

Column 1 State[7]	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company - Owned Outlets in the Next Fiscal Year
Arizona	1	0	0
California	4	1	0
Florida	7	2	0
Georgia	2	0	0
Idaho	1	0	0
Illinois	1	0	0
Kentucky	1	0	0
Minnesota	1	0	0
Mississippi	2	0	0
Pennsylvania	1	0	0
South Carolina	1	0	0
South Dakota	1	0	0
Tennessee	3	0	0
Texas	10	1	0
Utah	1	0	0
Totals	**37**	**4**	**0**

The name, address and telephone number of all franchisees in the United States as of December 31, 2022 are shown in Exhibit E-1. Included in Exhibit E-2 are the name, last known address and telephone number of the 7 franchisees in the United States who terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement from January 1, 2022 until December 31, 2022. There were no franchisees who did not communicate with us during the ten-week period preceding 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 Wyndham Garden 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 a standard practice, when we enter into settlement agreements with a franchisee or former

[7] If a state is not listed in the above table we do not project entering into a Franchise Agreement for a Wyndham Garden Facility to be located in those states during our next fiscal year.

franchisee, we require them to agree to maintain as confidential all information that the franchisee or former franchisee has about us.

Currently, there are no trademark-specific franchisee organizations associated with the Wyndham Garden System.

ITEM 21. FINANCIAL STATEMENTS

Exhibit D includes the audited financial statements of Wyndham Hotels & Resorts, Inc. and its subsidiaries (the "Company"). These financial statements contain the consolidated balance sheets of the Company as of December 31, 2022 and 2021, and the related consolidated statements of income (loss), comprehensive income (loss), equity, and cash flows, for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the "financial statements").

WHR guarantees our performance; See Exhibit D for a copy of the guaranty. We file state specific guarantees of performance with the appropriate agencies in the states where our franchises are registered to be offered and sold.

ITEM 22. CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in the following exhibits to this Disclosure Document:

C-1 Wyndham Garden Franchise Agreement ADA Certification Forms for New Construction hotels (Pre-Construction and Post Construction); Guaranty; Initial Fee Note; Development Incentive Note; Assignment and Assumption Agreement; State Addenda and Franchise Application

C-2 Master Information Technology Agreement

C-3 Elavon Hosted Services Agreement for Hosted Gateway Services

C-4 Three Party Agreement, Request Form; Lender Notification Agreement, Request Form

C-5 Termination and Release Agreement

C-6 Signature Reservation Service Agreement

C-7 Hotel Revenue Management Agreement

C-8 Hotel Connectivity Solutions Support Agreement

C-9 Remote Sales Services Agreement

ITEM 23. RECEIPT

You will find the state effective dates and copies of a detachable receipt in Exhibit G at the very end of this Disclosure Document.

EXHIBIT A

[Page Intentionally Left Blank]

STATE ADDENDA

Following this page are addenda for the states of California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, Virginia, Washington and Wisconsin. If you or your Facility are located in one of these states, please read the addendum for your state and the addendum to the Franchise Agreement that may apply to your transaction with us.

The regulatory authorities and registered agents for service of process in each state are listed in Exhibit B.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of California:

1. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

2. The Franchise Agreement requires application of the laws of New Jersey. This provision may not be enforceable under California law.

3. If the Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement, California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000- 31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

4. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

5. The Franchise Agreement contains a waiver of punitive damages provision and a waiver of jury trial provision, which may not be enforceable.

6. We have or will comply with all of the requirements under California Corporations Code, Section 31109.1, with respect to negotiated sales.

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

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

9. THESE FRANCHISES WILL BE/HAVE BEEN REGISTERED (OR EXEMPT FROM REGISTRATION) UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION (OR EXEMPTION) DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

10. 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.

11. SECTION 31125 OF THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

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

> The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043) provides rights to you concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

13. The highest interest rate allowed by law in California is currently 10% annually.

14. 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.

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

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE HAWAII FRANCHISE INVESTMENT LAW

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF THE 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 OR SUBFRANCHISOR, AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

1. A. Wyndham Franchisor, LLC's Disclosure Document is currently registered in the states of: Hawaii, Minnesota, South Dakota, Virginia, Washington and Wisconsin.

   B. This registration or an exemption application is on file in the States of California, Florida, Hawaii, Maryland, Michigan, Minnesota, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

   C. No states have refused, by order or otherwise, to register these franchises.

   D. No states have revoked or suspended the right to offer these franchises.

   E. The proposed registration of these franchises has not been withdrawn in any state.

2. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

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

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

4. Item 17(m) of the FDD is amended by adding the following information:

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

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.

Each provision of this Addendum to the Disclosure Document is effective only to the extent with respect to such provision that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Disclosure Document.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Illinois:

1. Illinois law governs the franchise agreements.

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

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

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

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 to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE INDIANA DECEPTIVE FRANCHISE PRACTICES LAW

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Indiana:

To the extent the provisions of the Franchise Disclosure Document or Franchise Agreement are inconsistent with the Indiana Deceptive Franchise Practices Law, Indiana Code § 23-2-2.7-1 to 23-2-2.7- 7, that law will control.

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.

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

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Maryland:

1. Notwithstanding any provision in the Franchise Disclosure Document or the Franchise Agreement to the contrary, a franchisee may bring a lawsuit in Maryland against us for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The fourth sentence of the third paragraph under the caption "D. Marketing and Advertising" in Item 11 is deleted and replaced with the following:

   > Franchisees who are Maryland residents or will operate a Facility in Maryland may receive an accounting of expenditures from the Fund by contacting the Senior Vice President of Financial Planning and Analysis in writing.

3. Item 17 of the Franchise Disclosure Document states that the Franchise Agreement will automatically terminate upon the bankruptcy of franchisee. This provision may not be enforceable under current Federal bankruptcy law (11 U.S.C. Section 101 et seq.).

4. Items 17(c) and 17(m) are revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

6. The Franchise Agreement states that New Jersey law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland laws, and we will comply with that law in Maryland.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Minnesota:

1. Minnesota law provides franchisees with certain termination, non-renewal and transfer rights. Minnesota Statutes, Section 80C.14, Subdivisions 3, 4 and 5 require, except in certain specified cases, that the franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

2. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release from liability imposed by Minnesota Statutes, Chapter 80C; provided, that this shall not bar the voluntary settlement of disputes.

3. The following language is added at the end of Item 17 of the Franchise Disclosure Document:

> Minnesota Statutes, Section 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or the Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of Minnesota.

4. Item 13 is revised to include the following language:

> To the extent required by the Minnesota Franchise Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement.

5. Item 17(c) and 17(m) are revised to provide that we cannot require you to sign a release of claims under the Minnesota Franchise Act as a condition to renewal or assignment.

6. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.17, Subd. 5 with respect to limitation of claims.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE NEW YORK STATE FRANCHISE ACT

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of New York:

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 B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS, APPROVES OR ENDORSES 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, NEW YORK 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. 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.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE NORTH DAKOTA FRANCHISE INVESTMENT LAW

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of North Dakota:

THE NORTH DAKOTA SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

A. **Restrictive Covenants**: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

B. **Restrictions on Forum**: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

C. **Liquidated Damages and Termination Penalties**: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

D. **Applicable Laws**: Franchise Agreements that specify that they are to be governed by the laws of a state other than North Dakota.

E. **Waiver of Trial by Jury**: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

F. **Waiver of Exemplary & Punitive Damages**: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

G. **General Release**: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

H. **Limitation of Claims**: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

I. **Enforcement of Agreement**: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

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

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.

To the extent this Addendum is inconsistent with any terms or conditions of the Franchise Agreement or exhibits or attachments thereto, or the Franchise Disclosure Document, the terms of this Addendum shall govern.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE RHODE ISLAND FRANCHISE INVESTMENT ACT

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Rhode Island:

1. The Franchise Agreement shall be governed by Rhode Island Law with respect to any claim enforceable under the Rhode Island Franchise Investment Act (the "Act").

2. Section 19-28.1-14 of the Act provides that a provision in a license or franchise agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island is void with respect to a claim otherwise enforceable under the Act.

3. 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.

4. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, 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.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE VIRGINIA RETAIL FRANCHISING ACT

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

The following statements are added to Item 17.h of the Franchise Disclosure Document and Section 11 of the Franchise Agreement.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a licensor to cancel a franchise without reasonable cause. If any grounds 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.

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.

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

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

Use of Franchise Brokers. The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do no rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act (Wash. Rev. Code §§ 19.100.010 through 19.100.940) are met independently without reference to this Addendum.

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.

Nothing in the Franchise Disclosure Document is intended to waive any liability we may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE WISCONSIN FRANCHISE INVESTMENT LAW

The following provisions supersede the Franchise Disclosure Document and apply to all franchises offered and sold in the State of Wisconsin:

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

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.

[Page Intentionally Left Blank]

EXHIBIT B

[Page Intentionally Left Blank]

FEDERAL AND STATE REGULATORY AUTHORITIES
AND
REGISTERED AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
Commissioner of Financial Protection and Innovation
California Department of Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677
Agent:
Commissioner of Financial Protection and Innovation
California Department of Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677

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

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

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

MARYLAND
Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360
Agent:
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

MICHIGAN
Michigan Office of Attorney General
Consumer Protection Division
Franchise Section
525 W. Ottawa St.
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48933
(517) 373-7117
Agent:
Michigan Office of Attorney General
Consumer Protection Division
Franchise Section
525 W. Ottawa St.
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48933
(517) 373-7117

MINNESOTA
Minnesota Department of Commerce
Securities – Franchise Registration
85 7th Place East, Ste. 280
St. Paul, Minnesota 55101-2198
(651) 539-1500
Agent:
Commissioner of Commerce
85 7th Place East, Ste. 280
St. Paul, Minnesota 55101-2198
(651) 539-1500

NEW YORK
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8222
Agent:
New York Secretary of State
New York Department of State
Once Commerce Plaza
99 Washington Ave, 6th Fl
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol - 5th Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712
Agent:
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol - 5th Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

RHODE ISLAND
Rhode Island Department of Business Regulations
Securities Division
John O. Pastore Center
1511 Pontiac Avenue, Building 68-2
Cranston, Rhode Island 02920
(401) 462-9527
Agent:
Director of Department of Business Regulation
Securities Division
John O. Pastore Center
1511 Pontiac Avenue, Building 68-2
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA
South Dakota Department of Labor & Regulation
Division of Insurance
Securities Regulation
124 S. Euclid Suite 104
Pierre, South Dakota 57501
(605) 773-3563
Agent:
Director of Division of Insurance
Securities Regulation
124 S. Euclid Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA
State Corporation Commission Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804)371-9051
Agent:
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507
(360) 902-8760
Agent:
Director of Department of Financial Institutions
Securities Division – 3rd Floor
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN
Department of Financial Institutions
Division of Securities
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-8557

Agent:
Commissioner of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-8557

There may be states in addition to those listed above in which Franchisor has appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

[Page Intentionally Left Blank]

EXHIBIT C-1

[Page Intentionally Left Blank]

Location: _____
Unit No.: _____

WYNDHAM FRANCHISOR, LLC - WYNDHAM GARDEN®
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement"), dated _____, 20___, is between WYNDHAM FRANCHISOR, LLC, a Delaware limited liability company ("we", "our" "us" or "Franchisor"), and _____, _____ ("you" or "Franchisee"). The definitions of capitalized terms are found in Appendix A. In consideration of the following mutual promises, the parties agree as follows:

1. Franchise. We have the exclusive right to franchise to you the distinctive "Wyndham Garden" System for providing transient guest lodging services. We grant to you and you accept the Franchise, effective and beginning on the Opening Date and ending on the earliest to occur of the Term's expiration or a Termination. The Franchise is effective only at the Location and may not be transferred or relocated. You will call the Facility a "Wyndham Garden." You may adopt additional or secondary designations for the Facility with our prior written consent, which we may withhold, condition, or withdraw on written notice in our sole discretion. You shall not affiliate or identify the Facility with another franchise system, reservation system, brand, cooperative or registered mark during the Term.

2. Reserved Rights. You acknowledge that (i) the Franchise relates solely to the Location; and (ii) unless otherwise set forth herein, this Agreement does not entitle you to any protected territory, territorial rights or exclusive area. You further acknowledge that we and our affiliates have and retain the right to own, develop and operate, and to license others to develop and operate, hotels and lodging facilities (including, without limitation, upscale, luxury, select service, resort and garden hotels and extended stay facilities), timeshare or vacation ownership resort properties, restaurants or other business operations of any type whatsoever, under any trade name, trademark and service mark at any location except the Location, including locations adjacent, adjoining or proximate to the Location, and that these business operations may compete directly with and adversely affect the operation of the Facility. You agree that we or our affiliates may exercise these rights from time to time without notice to you, and you covenant that you shall take no action, including any action in a court of law or equity, which may interfere with our or our affiliates' exercise of such rights. Further, while this Agreement is in effect, neither you nor your officers, directors, general partners or owners of 25% or more of your Equity Interests, may own, operate, lease, manage or franchise any time share resort, vacation club, residence club, fractional ownership residence, condominium/apartment leasing or rental business or the like for any facility or business that shares directly or indirectly, common areas, amenities, recreation facilities, services, supplies or support activities with the Facility.

3. Your Improvement and Operating Obligations.

3.1 **Pre-Opening Improvements.** You must select, acquire, construct and/or renovate the Facility as provided in Schedule D.

3.2 **Operation.**

3.2.1 You will operate and maintain the Facility continuously after the Opening Date on a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those required by System Standards or as specified on the PIP) to the public in compliance with all federal, state and local laws, regulations and ordinances. You will keep the Facility in a clean, neat, and sanitary condition. You will clean, repair, replace, renovate, refurbish, paint, and redecorate the Facility and its FF&E as and when needed to comply with System Standards.

3.2.2 You will, at all times, retain and exercise management control over the Facility. Any lease, management agreement or other arrangement for operating the Facility or any part thereof shall be subject to our prior written consent, which may be withheld in its sole discretion. We require the retention of a competent hotel management company if you are not, in our reasonable discretion, sufficiently experienced in the operation of upper midscale hotels. You shall apply for our consent if you wish to engage a management company to manage the Facility. To be approved, a proposed management company must demonstrate to us, in our reasonable judgment, the capability to manage the Facility under this Agreement and the System. We may refuse to approve any proposed management company which, in our reasonable judgment, (i) is not financially capable or responsible, (ii) is inexperienced or unqualified in managerial skills or operational capacity or capability, or is otherwise unable to adhere fully to the obligations and requirements of this Agreement, (iii) does not provide us with all information that we reasonably request to evaluate the proposed management company, or (iv) because Confidential Information and competitively sensitive information is imparted to System franchisees and managers, the management company is a franchisor or owner, or is affiliated with a franchisor or owner, of a hotel trade name which is competitive with us or our affiliates, regardless of the number of hotels operating under such trade name.

3.2.3 We reserve the right, at our option and upon reasonable notice, to revoke our approval of any management company that fails to remain qualified to manage the Facility in our reasonable judgment. The management agreement between you and the management company for the Facility shall be subject and subordinate to this Agreement and in the event of any conflict between the management agreement and this Agreement, the controlling contract shall be this Agreement. The management company shall execute a separate rider to this Agreement (in the form of Schedule E), agreeing to comply with this Agreement in the management and operation of the Facility and by your covenants of confidentiality. We may require the management company to cause its key employees that we identify to execute covenants of confidentiality, in a form reasonably acceptable to us. Any replacement manager and replacement management agreement shall be submitted to us for our prior written approval.

3.2.4 You shall provide food and beverage service at the Facility in conformity with the standards and specifications prescribed in the System Standards Manual, sound food service management practices, and all applicable laws to ensure the highest level of safety, quality and service. Without limiting the foregoing, you agree: (i) to use and operate the restaurants and lounges solely for the benefit of the Facility; (ii) to maintain in sufficient supply, and use at all times, food and beverage products and ingredients, supplies, paper goods, dinnerware and furnishings that conform to our standards and specifications; (iii) to sell or offer for sale only those menu items

and beverages that comply with our standards and specifications and all applicable legal requirements (including, without limitation, all licensing and other requirements for the sale of alcoholic beverages); and (iv) to use only menus, signs, promotional displays and other materials that comply with the style, pattern and design prescribed in the System Standards Manual or otherwise approved in writing by us.

3.2.5 The Facility will accept payment from guests by all credit and debit cards or other forms of payment we designate in the System Standards Manual. The Facility will comply with the "Payment Card Industry Data Security Standard" concerning cardholder information, as well as applicable laws and regulations, and such other requirements as we may include in the System Standards Manual or as we may otherwise communicate from time to time for such purpose.

3.2.6 You may add to or discontinue the amenities, services and facilities as required by System Standards or as specified on the PIP, or lease or subcontract any service or portion of the Facility only with our prior written consent, which we will not unreasonably withhold or delay. Your front desk operation, telephone system, parking lot, swimming pool (if any) and other guest service facilities may not be shared with or used by guests of another lodging or housing facility. Unless System Standards permit otherwise, you will not charge guests for local telephone calls made from guest room telephones or charge guests any access fee or surcharge on long distance telephone calls made from guest room telephones. You acknowledge that any breach of System Standards for the Facility, its guest amenities, and your guest service performance is a material breach of this Agreement.

3.2.7 Upon our reasonable request, you will provide us with then-current copies of the documents evidencing your ownership of, or right to possess, the Facility and/or the real property upon which the Facility is located, and a complete and accurate list of all of your owners and their Equity Interests.

3.3 **Training.** You (or a person with executive authority if you are an entity) and the Facility's general manager (or other representative who exercises day to day operational authority) will attend the training programs described in Section 4.1 we designate as mandatory for franchisees or general managers, respectively. You will train or cause the training of all Facility personnel as and when required by System Standards and this Agreement. You will pay for all travel, lodging, meals and compensation expenses of the people you send for training programs, the cost of training materials and other reasonable charges we may impose for training under Section 4.1, and all travel, lodging, meal and facility and equipment rental expenses of our representatives if training is provided at the Facility.

3.4 **Marketing.**

3.4.1 You will participate in System marketing programs, including the Chain Websites, the Reservation System, and guest loyalty programs. You will obtain and maintain the computer and communications service and equipment we specify to participate in the Reservation System. You will comply with our rules and standards for participation, and will honor reservations and commitments to guests and travel industry participants. You authorize us to offer and sell reservations for rooms and services at the Facility according to the rules of participation and System Standards. You may implement, at your option and expense, your own local advertising. Your

advertising materials must use the Marks correctly, and must comply with System Standards or be approved in writing by us prior to publication. You will stop using any non-conforming, outdated or misleading advertising materials if we so request.

3.4.2 You must participate in any supplemental marketing, training or management alliance or cooperative of Chain franchisees formed to serve the Chain Facilities in your area or in a similar market segment. We may assist the cooperative with collecting contributions. You may be excluded from cooperative programs and benefits if you do not participate in all cooperative programs according to their terms, including making payments and contributions when due.

3.4.3 The Facility must participate in all mandatory Internet and distribution marketing activities and programs in accordance with the System Standards Manual, including any arrangements we make with third party distribution channels. You must provide us with information about the Facility and use our approved photographer for taking photographs of the Facility for posting on the Chain Websites, third party travel websites and various marketing media. The content you provide us or use yourself for any Internet or distribution marketing activities must be true, correct and accurate, and you will promptly notify us in writing, in accordance with our processes that are then in effect, when any correction to the content becomes necessary. You must promptly modify, at our request, the content of any Internet or distribution marketing materials for the Facility you use, authorize, display or provide to conform to System Standards. You will discontinue any Internet or distribution marketing activities that conflict, in our reasonable discretion, with Chain-wide Internet or distribution marketing activities. You must honor the terms of any participation agreement you sign for Internet or distribution marketing activities. You will pay when due any fees, commissions, charges and reimbursements relating to Internet or distribution marketing activities (i) in which you agree to participate, or (ii) that we designate as mandatory on a Chain-wide basis. We may suspend the Facility's participation in Internet and/or distribution marketing activities if you default under this Agreement.

3.4.4 You will participate in the Wyndham Rewards program or any successor guest rewards or loyalty program we determine is appropriate and pay the Loyalty Program Charge associated with the program as set forth in Schedule C. The Wyndham Rewards Front Desk Guide sets forth additional standards, which you agree to follow. The Front Desk Guide, including fees assessed and reimbursements rates, may be revised by us or our affiliates at any time upon thirty (30) days' prior notice.

3.4.5 As a requirement of your participation in the Reservation System, you must participate in our Signature Reservation Service ("SRS") program during the Term of the Agreement. Under the SRS program, you will pay the fees associated with certain calls answered by our agents on behalf of the Facility. The program terms and fees associated with the program are described in the SRS agreement that you will sign and deliver to us at the same time as you sign this Agreement.

3.5 **Governmental Matters.** You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate and maintain the Facility and to offer all services you advertise or promote. You will obtain and maintain in full force and effect from and after the opening of the Facility all licenses required for the sale of alcoholic beverages. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes,

assessments, fees, charges, penalties and interest, and will file when due all governmental returns, notices and other filings. You will comply with all applicable federal, state and local laws, regulations and orders applicable to you and/or the Facility, including those combating terrorism such as the USA Patriot Act and Executive Order 13224.

3.6 **Financial Books & Records; Audits.**

3.6.1 The Facility's transactions must be timely and accurately recorded in accounting books and records prepared on an accrual basis compliant with generally accepted accounting principles of the United States ("GAAP") and consistent with the most recent edition of the Uniform System of Accounts for the Lodging Industry published by the American Hotel & Lodging Association, as modified by this Agreement and System Standards. You acknowledge that your accurate and timely accounting for and reporting of Gross Room Revenues is a material obligation you accept under this Agreement.

3.6.2 Upon our request, you will send to us copies of financial statements, tax returns, and other records relating to the Facility for the applicable accounting period that we require under this Agreement and System Standards. We may notify you of a date on which we propose to audit the Facility's books and records at the Facility but such notice is not required. You will be deemed to confirm our proposed date unless you follow the instructions with the audit notice for changing the date. You need to inform us where the books and records will be produced. You need to produce for our auditors at the confirmed time and place for the audit the books, records, tax returns and financial statements for the Facility. We may require access to the property including guest rooms. We may also perform an audit of the Facility's books and records remotely or electronically without advance notice or your knowledge. Your staff must cooperate with and assist our auditors to perform any audit we conduct.

3.6.3 We will notify you in writing if you default under this Agreement because (i) you do not cure a violation of Section 3.6.2 within 30 days after the date of the initial audit, (ii) you cancel two or more previously scheduled audits, (iii) you refuse to admit our auditors during normal business hours at the place where you maintain the Facility's books and records, or refuse to produce the books and records at the audit or send them to us as required under this Agreement and System Standards for the applicable accounting periods, (iv) our audit determines that the books and records you produced are incomplete or show evidence of tampering or violation of generally accepted internal control procedures, or (v) our audit determines that that you have reported to us less than 97% of the Facility's Gross Room Revenues for any fiscal year preceding the audit. Our notice of default may include, in our sole discretion and as part of your performance needed to cure the default under this Section 3.6, an "Accounting Procedure Notice." The Accounting Procedure Notice requires that you obtain and deliver to us, within 90 days after the end of each of your next three fiscal years ending after the Accounting Procedure Notice, an audit opinion signed by an independent certified public accountant who is a member of the American Institute of Certified Public Accountants addressed to us that the Facility's Gross Room Revenues you reported to us during the fiscal year fairly present the Gross Room Revenues of the Facility computed in accordance with this Agreement for the fiscal year. You must also pay any deficiency in Recurring Fees, any Audit Fee as defined in Section 4.8, we assess you for your default of Section 3.6 as described in Section 4.8, and/or other charges we identify and invoice as a result of the audit.

3.6.4 You will, at your expense, prepare and submit to us by the third day of each month, a statement in the form prescribed by us, accurately reflecting for the immediately preceding month all Gross Room Revenues and such other data or information as we may require. You must submit your statements to us using our on-line reporting and payment tool or through such other technology or means as we may establish from time to time.

3.7 **Inspections.** You acknowledge that the Facility's participation in our quality assurance inspection program (including unannounced inspections) is a material obligation you accept under this Agreement. You will permit our representatives to perform quality assurance inspections of the Facility at any time with or without advance notice. The inspections will commence during normal business hours although we may observe Facility operation at any time. You and the Facility staff will cooperate with the representative performing the inspection. If the Facility fails an inspection, you refuse to cooperate with our representative, or you refuse to comply with our published inspection System Standards, then you will pay us when invoiced for any Reinspection Fee specified in System Standards Manuals plus the reasonable travel, lodging and meal costs our representative incurs for a reinspection. You will also be charged the Reinspection Fee if we must return to the Facility to inspect it as a result of your failure to complete any Improvement Obligation by the deadline established in any PIP as set forth in Schedule D. We may also include the results of paper and electronic customer satisfaction surveys of your guests as well as unsolicited feedback received from your guests in your final quality assurance score. We may publish and disclose the results of quality assurance inspections and guest surveys. We may, at our discretion, implement a Chain-wide quality assurance/mystery shopper inspection program to be performed by a reputable third party. You must provide free lodging for the inspector(s) when he/she visits your Facility.

3.8 **Insurance.** You will obtain and maintain during the Term of this Agreement the insurance coverage required under the System Standards Manual from insurers meeting the standards established in the System Standards Manual. Unless we instruct you otherwise, your liability insurance policies will name as additional insureds Wyndham Franchisor, LLC, Wyndham Hotels & Resorts, Inc., Wyndham Hotel Group, LLC, and their current and former subsidiaries, affiliates, successors and assigns as their interests may appear. All policies must be primary and non-contributory with or excess of any insurance coverage that may be available to an additional insured. You must submit to us, annually, a copy of the certificate of or other evidence of renewal or extension of each such insurance policy as required by the System Standards. If you fail to procure or maintain the required insurance, then we will have the right (without any obligation) to procure such insurance at your cost plus a reasonable fee.

3.9 **Conferences and Meetings.** You (or your representative with executive authority if you are an entity) and your general manager will attend each Chain conference and pay the Conference Fee we set for Chain Facilities, if and when we determine to hold a Chain conference. The Chain conference may be held as part of a Wyndham Hotel Group, LLC multi-brand conference with special sessions and programs for the Chain only. Mandatory recurrent training for franchisees and managers described in Section 4.1.4 may be held at a conference. The fee will be the same for all Chain Facilities that we franchise in the United States which we will charge you even if you do not attend. We may also require certain executive staff of the Facility to attend periodic meetings held to address matters of general interest to the Chain at such locations

we designate. You shall pay the attendance fee we specify to defray the cost of the meeting, and you will also be responsible for the travel expenses, room, board and compensation for your personnel attending any such meeting.

3.10 **Purchasing.** You will purchase or obtain certain items we designate as proprietary or that bear or depict the Marks, such as signage, only from suppliers we approve. You may purchase other items for the Facility from any competent source you select, so long as the items meet or exceed System Standards.

3.11 **Good Will.** You will use reasonable efforts to protect, maintain and promote the name "Wyndham Garden" and its distinguishing characteristics, and the other Marks. You will not permit or allow your officers, directors, principals, employees, representatives, or guests of the Facility to engage in, conduct which is unlawful or damaging to the good will or public image of the Chain or System. You agree that, in event that you or any of your principals or guarantors is or is discovered to have been, convicted of a felony or any other offense likely to reflect adversely upon us, the System or the Marks, such conviction is a material, incurable breach of this Section. You will follow System Standards for identification of the Facility and for you to avoid confusion on the part of guests, creditors, lenders, investors and the public as to your ownership and operation of the Facility, and the identity of your owners. You will participate in good faith in Chain-wide guest service and satisfaction guarantee programs we require for all Chain Facilities. You shall use your best efforts to promote usage of other Chain Facilities by members of the public. Without our prior written consent, which may be withheld in our sole discretion, you shall ensure that no part of the Facility or the System is used to further or promote a different or competing business, including without limitation, advertising or promotion for guest lodging facilities other than those franchised by us or our affiliates and marketing, advertising or promoting any timeshare or vacation ownership resort not affiliated with us, our affiliates, or Wyndham Destinations, Inc. and its affiliates.

3.12 **Facility Modifications.** You may not materially modify, diminish or expand the Facility (or change its interior design, layout, FF&E, or facilities) until you receive our prior written consent, which we will not unreasonably withhold or delay. You will pay our Rooms Addition Fee then in effect for each guest room you add before you begin construction of any expansion. If we so request, you will obtain our prior written approval of the plans and specifications for any material modification, which we will not unreasonably withhold or delay. You will not open to the public any material modification until we inspect it for compliance with the Approved Plans and System Standards.

3.13 **Courtesy Lodging.** You will provide lodging at the "Employee Rate" established in the System Standards Manual from time to time, (but only to the extent that adequate room vacancies exist) to our representatives and members of their immediate family. You are not required to provide more than two standard guest rooms at this rate on any given night.

3.14 **Material Renovations.** Beginning five years after the Opening Date, we may issue a "Material Renovation Notice" to you that will specify a Material Renovation for the Facility, to be commenced no sooner than 90 days after the notice is issued. You will perform the Material Renovations as and when the Material Renovation Notice requires. We will not issue a Material Renovation Notice within five years after the date of a prior Material Renovation Notice. In addition

to your obligation to repair and maintain the Facility on an ongoing basis, and any Material Renovation, you must renovate your guest rooms and public spaces, including the replacement of soft goods (including but not limited to wall and floor coverings and window treatments) and case goods (including but not limited to furniture and fixtures, such as headboards, desks, tables, and armoires) periodically, as required by System Standards.

3.15 **Technology Standards & Communications.** You recognize that the System requires you to acquire, operate and maintain a computer-based property management system and provide guests with innovative technology, including communications and entertainment. You must purchase, acquire, or subscribe to the computer system and other equipment and software that we specify, including preventative maintenance software. We may modify System Standards to require new or updated technology at all Chain Facilities. At our request, you shall participate in any intranet or extranet system developed for use in connection with the System. Such intranet or extranet system may be combined with that of our affiliates. You shall agree to such terms and conditions for the use of such intranet or extranet system as we may prescribe, which may include, among other things: (a) confidentiality requirements for materials transmitted via such system; (b) password protocols and other security precautions; (c) grounds and procedures for our suspension or revocation of access to the system by you and others; and (d) a privacy policy governing the parties' access to and use of electronic communications posted on electronic bulletin boards or transmitted via the system. You shall pay any fee imposed from time to time by us or a third-party service provider in connection with hosting such system.

4. Our Operating and Service Obligations. We will provide you with the following services and assistance:

4.1 **Training.** We may offer (directly or indirectly by subcontracting with an affiliate or a third party) general manager training, remedial training, re-certification training, and supplemental training.

4.1.1 **General Manager Training.** We will offer general manager certification training for your general manager in our Hospitality Management Program, which may be held in i) a hybrid, in-person and virtual format or ii) a virtual-only format. The program will cover such topics as operating a Chain Facility, marketing and sales, financial management, guest services and people management. Your initial general manager (or other representative who exercises day to day operational authority) for the Facility must complete this program to our satisfaction no later than 90 days after the Opening Date. Any replacement general manager must complete the training program to our satisfaction within 90 days after he/she assumes the position. If we do not offer a place in the training program within the above time frame, your replacement general manager must complete the next program held at which we offer a place. Your general manager for the Facility must complete the training even if you employ managers at other Chain Facilities who have already received this training. We charge you tuition for our Hospitality Management Program which is set forth on Schedule D. If he/she does not complete the training within 90 days after the Opening Date, and for any replacement general manager, you must pay a separate tuition at the rate then in effect for the program when your manager attends the program. If you, or any other employee at the Facility wishes to participate in the training in addition to your general manager, you can do so and you must pay the Additional Attendee Fee, currently $1,400, which is payable by the scheduled date for the program and is in addition to the tuition due for your general

manager. We may charge you full or discounted tuition for "refresher" training for your general manager or for additional staff members who complete the training program with your general manager. You must also pay for your, your general manager and/or additional staff member's travel, lodging, meals, incidental expenses, compensation and benefits for any in-person components.

4.1.2 **Remedial Training.** We may require you, your general manager and/or your staff to participate in remedial training if the Facility receives a failing score on a quality assurance inspection, a failing score on quality assurance electronic guest survey (or equivalent evaluation system), or experiences significant complaints to our customer care department or posted on third-party travel websites, distribution channels, blogs, social networks and other forums, as determined by us in our sole discretion. This training may be offered at our corporate offices, at a regional location, on-line or at the Facility. The training may be in the form of one or more classes held at different times and locations as we may require. You must pay the tuition in effect for this program when it is offered to you. If the training is provided at the Facility, you must provide lodging for our trainers. In addition, if at the time of your quality assurance inspection, you receive (i) a failure rating on guest room cleanliness and (ii) an average quality assurance score of F on cleanliness of guestroom category or cleanliness of bathroom category (based on a minimum of 10 electronic quality assurance guest surveys), then we may require you to take a one day, on-site remedial class on housekeeping within 60 days after the inspection. The tuition for an on-line class is currently up to $250, but is subject to increase in the future. The fee for an on-site customer experience assessment or training class is currently $1,250, but is subject to increase in the future.

4.1.3 **Ongoing Training and Support.** In addition to the services provided in Section 4.1, you must subscribe and pay an annual fee for access to our learning management system, Wyndham University, which includes training via live workshops, e-learning modules, webinars, online courses, videos and other educational resources, accessible by you and your staff via the Internet, including the Chain's intranet website. All general managers must complete recertification training at such intervals as we may establish in the System Standards Manual. You must pay us the tuition then in effect for any such program. We may offer other mandatory or optional training programs for reasonable tuition or without charge. Recertification and other supplemental training may be offered as i) a hybrid, in-person and virtual format or ii) a virtual-only format. If in person, training will be held in our corporate offices or other locations, or held in conjunction with a Chain conference. If you are attending a hybrid training, you must pay the then current tuition for the training as well as for your representative's travel, lodging, meals, incidental expenses, compensation and benefits while attending the training. We may offer, rent or sell to you other on-site training aids and materials, or require you to buy them at reasonable prices.

4.1.4 **No Show and Cancellation Fees.** If you or your general manager, or any other member of your staff you designate, fails to register for a required training program within the required time period, or registers for a training program but fails to attend such program as scheduled without, notifying us in advance, whether such attendance is required or optional, we may charge you a "no-show" fee of up to 100% of the tuition for the program. If you, your general manager or any other member of your staff cancels participation in any training program less than fourteen (14) days before it is scheduled to be held, we may charge you a "cancellation fee" of up to 50% of the tuition for the program. No-show and cancellation fees are in addition to the tuition you will

have to pay at the then offered rate when you or your general manager attends the program. We may assess you additional no-show or cancellation fees for continued failures by you under this Section 4.1.

4.2 **Reservation System.** We will operate and maintain (directly or by contracting with an affiliate or one or more third parties) a computerized Reservation System or such technological substitute(s) as we determine, in our discretion. We will use the Reservation System Fees for the acquisition, development, support, equipping, maintenance, improvement and operation of the Reservation System. We or our Approved Supplier will provide software maintenance and support for the software we or an Approved Supplier license to you to connect to the Reservation System if you are up to date in your payment of Recurring Fees and all other fees you must pay under any other agreement with us, an affiliate or the supplier, as applicable. During the Term, the Facility will participate in the Reservation System on an exclusive basis, including entering into all related technology agreements and complying with all terms and conditions which we establish from time to time for participation. The Facility may not book any reservations through any other electronic reservation system, booking engine or other technology. You will use any information obtained through the Reservation System to refer guests, directly or indirectly, only to Chain Facilities. You shall own and be responsible for compliance with all applicable laws, regulations or standards concerning all Guest Information within your possession or any service provider holding such information on your behalf, and we shall own and be responsible for compliance with all applicable laws, regulations or standards concerning all Guest Information within our possession or any service provider holding such information on our behalf. To the extent that you and we both possess identical Guest Information, your and our respective ownership rights and related compliance obligations with regard to such Guest Information shall be separate and independent from one another. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties.

4.3 **Marketing.**

4.3.1 We will promote public awareness and usage of Chain Facilities by implementing advertising, promotion, publicity, market research, loyalty marketing and other marketing programs, training programs, and related activities as we deem appropriate. We will determine in our discretion: (i) the nature and type of media placement; (ii) the allocation (if any) among international, national, regional and local markets; and (iii) the nature and type of advertising copy, other materials and programs. We, or an affiliate, may be reimbursed from Marketing & Global Sales Fees for the reasonable direct and indirect costs, overhead or other expenses of providing marketing services. We are not obligated to supplement or advance funds available from System franchisees to pay for marketing activities. We do not promise that the Facility or you will benefit directly or proportionately from marketing activities.

4.3.2 We may, at our discretion, implement special international, national, regional or local promotional programs (which may or may not include the Facility) as we deem appropriate and may make available to you (to use at your option) media advertising copy and other marketing materials for prices which reasonably cover the materials' direct and indirect costs.

4.3.3 We may, at our discretion, implement "group booking" programs created to encourage use of Chain Facilities for tours, conventions and the like, possibly for an additional fee.

4.4 **Purchasing and Other Services.** We may offer for a reasonable fee other optional assistance to you with purchasing items used at or in the Facility. Our affiliates may offer this service on our behalf. We may restrict the vendors authorized to sell proprietary or Mark-bearing items in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide to you lists of suppliers approved to furnish Mark-bearing items, or whose products conform to System Standards.

4.5 **The System.** We will control and establish requirements for all aspects of the System. We may, in our discretion, change, delete from or add to the System, including any of the Marks or System Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances. We may, in our discretion, change the designation standards for the Chain and then require that you change the designation of the Facility and related presentation of that designation where it appears. We will not be liable to you for any expenses, losses or damages you may sustain as a result of any Mark addition, modification, substitution or discontinuation.

4.6 **Consultations and Standards Compliance.** We will assist you to understand your obligations under System Standards by telephone, mail, during any visits by our employees to the Facility, through the System Standards Manual, at training sessions and during conferences, meetings and visits we conduct. We will provide telephone and mail consultation on Facility operation and marketing through our representatives. We will offer you access to any Internet website we may maintain to provide Chain franchisees with information and services, subject to any rules, policies and procedures we establish for its use and access and to this Agreement. We may limit or deny access to any such website while you are in default under this Agreement.

4.7 **System Standards Manual and Other Publications.** We will specify System Standards in the System Standards Manual, policy statements or other publications which we may make available to you via our Chain intranet, in paper copies or through another medium. You will at all times comply with the System Standards. You acknowledge that the System Standards and the System Standards Manual are designed to protect the System and the Marks, and not to control the day-to-day operation of your business. We will provide you with access to the System Standards Manual promptly after we sign this Agreement. We will notify you via our Chain intranet or another medium of any System Standards Manual revisions and/or supplements as and when issued as well as any other publications and policy statements in effect for Chain franchisees from time to time.

4.8 **Inspections and Audits.** We have the unlimited right to conduct unannounced quality assurance inspections of the Facility and its operations, records and Mark usage to test the Facility's compliance with System Standards and this Agreement, and the audits described in Section 3.6. We have the unlimited right to reinspect if the Facility does not achieve the score required on an inspection. We may impose a Reinspection Fee and will charge you for our costs as provided in Section 3.7. In connection with an audit, you will pay us any understated amount plus interest under Section 3.6. If the understated amount is three percent (3%) or more of the total amount owed during a six-month period, you will also pay us an "Audit Fee" equal to the costs and expenses associated with the audit. Our inspections are solely for the purposes of checking compliance with System Standards.

4.9 **Revenue Management.** We offer optional revenue management services ("RMS") for additional fees. RMS is currently offered at two levels of service each of which offers a different frequency of inventory management, strategic positioning, future demand strategy and targeted promotions and packages. We reserve the right to evaluate a variety of factors, including but not limited to, your Facility's room count, occupancy rate, trends, and market to determine the most suitable level of service. Based on our assessment of your Facility and its performance, we may limit the levels of optional services available to your Facility. You are required to sign a Hotel Revenue Management Agreement for the applicable level of service in order to participate in RMS.

5. Term. The Term begins on the Effective Date and expires at the end of the _____ [fifteenth (15th)]/ [twentieth (20th)] Franchise Year. NEITHER PARTY HAS RENEWAL RIGHTS OR OPTIONS. However, if applicable law requires us to offer renewal rights, and you desire to renew this Agreement, then you will apply for a renewal franchise agreement at least six months, but not more than nine months, prior to the expiration date, and subject to such applicable law, you will have to meet our then-current requirements for applicants seeking a franchise agreement, which may include (i) executing our then-current form of license and other agreements, which license and other agreements may contain materially different terms and provisions (such as operating standards and fees) from those contained in this Agreement, (ii) executing a general release of us and our affiliates, in form and substance satisfactory to us, (iii) completing a property improvement plan, and (iv) paying a standard renewal fee, if then applicable.

6. Application and Initial Fees. You must pay us a non-refundable Application Fee of $2,500, which shall be applied to your Initial Fee or Relicense Fee. If your franchise is for a new construction or conversion Facility, you must pay us an Initial Fee. If you are a transferee of an existing Facility or are renewing an existing franchise, you will pay us a Relicense Fee. The amount of your Initial Fee or Relicense Fee is $_____, $2,500 of which shall be applied from your Application Fee, and the remainder paid when you sign this Agreement and is fully earned and non-refundable when we sign this Agreement.

7. Monthly Fees, Taxes and Interest.

7.1 You will pay us certain fees each month of the Term payable in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States). The Royalty and Marketing & Global Sales Fee described in Sections 7.1.1 and 7.1.2 are payable three days after the month in which they accrue, without billing or demand. Other fees are payable at the times set forth in the System Standards. These fees include the following:

7.1.1 A "Royalty" equal to five percent (5%) of Gross Room Revenues of the Facility accruing during the calendar month, to compensate us for granting you the Franchise and the opportunity to use the System, accrues from the earlier of the Opening Date or the date you begin operating the Facility under a Mark without our consent.

7.1.2 A "Marketing & Global Sales Fee" as stated in Schedule C for advertising, public relations, marketing, training, reservation and other related services and programs, accrues from the Opening Date until the end of the Term, including during periods when reservation service is suspended. We

may use the Marketing & Global Sales Fees we collect, in whole or in part, to reimburse our reasonable direct and indirect costs, overhead or other expenses of providing marketing, training and reservation services. You will also pay or reimburse us as described in Schedule C for "Additional Fees" such as commissions we pay to travel and other agents for certain reservation and marketing services to generate reservations at the Facility plus a reasonable service fee, fees levied to pay for reservations for the Facility originated or processed through the Global Distribution System, the Chain Websites, and/or other reservation systems, distribution channels and networks, and fees for additional services and programs. We may charge Chain Facilities using the System outside the United States for reservation service using a different formula. We may change, modify, add or delete the Marketing & Global Sales Fee and/or Additional Fees in accordance with Schedule C.

7.2 You will pay to us taxes equal to any federal, state or local sales, gross receipts, use, value added, excise or similar taxes (collectively, "Taxes") assessed against us on the Recurring Fees and basic charges by the jurisdictions where the Facility is located, but not including any income tax, franchise or other similar tax for our privilege of doing business in your State. You will pay Taxes to us when due.

7.3 "Interest" is payable when you receive our invoice on any past due amount payable to us under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid.

7.4 If a Transfer occurs, your transferee or you will pay us our then current Application Fee and a Relicense Fee equal to the Initial Fee we would then charge a new franchisee for the Facility.

7.5 You will report and pay to us all Recurring Fees and other fees and charges on-line via our self-service electronic invoice presentment and payment tool accessible through our Chain intranet. In the electronic on-line environment, payments can be made either through the electronic check payment channel or the credit card payment channel. We reserve the right to change, from time to time, the technologies or other means for reporting and paying fees to us by amending the System Standards Manual.

8. Indemnifications.

8.1 Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at, or involving the operation of, the Facility, any payment you make or fail to make to us, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, employees, agents, contractors or subcontractors of you or your affiliates, including when you are alleged or held to be the actual, apparent or ostensible agent of the Indemnitee, or the active or passive negligence of any Indemnitee is alleged or proven. You have no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such

property damage or bodily injury. This exclusion from the obligation to indemnify shall not, however, apply if the property damage or bodily injury resulted from the use of reasonable force by the Indemnitee to protect persons or property.

8.2 You will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if your insurer or you do not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in our discretion, because of actual or potential conflicts of interest. We must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on us or the Chain, or could serve as a precedent for other matters.

8.3 We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses incurred by you in any action or claim arising from your proper use of the System alleging that your use of the System and any property we franchise to you is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

9. Your Assignments, Transfers and Conveyances.

9.1 **Transfer of the Facility.** This Agreement is personal to you (and your owners if you are an entity). We are relying on your experience, skill and financial resources (and that of your owners and the guarantors, if any) to sign this Agreement with you. You may finance the Facility and grant a lien, security interest or encumbrance (but not in this Agreement) on it without notice to us or our consent. If a Transfer is to occur, the transferee or you must comply with Section 9.3. Your Franchise is subject to Termination when the Transfer occurs. The Franchise is not transferable to your transferee, who has no right or authorization to use the System and the Marks when you transfer ownership or possession of the Facility. The transferee may not operate the Facility under the System, and you are responsible for performing the post-Termination obligations in Section 13. You and your owners may, only with our prior written consent and after you comply with Sections 9.3 and 9.6, assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise. As a condition of our consent, if your interest in this Agreement is proposed as the collateral of a security interest, then we may require that you and your lender execute a comfort letter in the form described in our then-current disclosure document and that you pay our then-current fee for processing such a request. Transactions involving Equity Interests that are not Equity Transfers do not require our consent and are not Transfers.

9.2 **Financing Documents.** Neither you, nor any of your Equity Interest owners, shall represent in any proposed financing arrangement to any proposed lender or participant in a private or public investment offering that we or any of our affiliates are or shall be in any way responsible for your obligations or financial projections, if any, set forth in such financing arrangement or investment offering or that we or any of our affiliates are or shall be participating in such private or public

investment offering. In addition, any proposed financing arrangement where the service mark "Wyndham Garden" appears, or a reference to this Agreement appears, shall contain a disclaimer in bold face type substantially as follows: THE BORROWER IS A PARTY TO AN AGREEMENT WITH WYNDHAM FRANCHISOR, LLC TO OPERATE HOTELS USING THE SERVICE MARK "WYNDHAM GARDEN." NEITHER WYNDHAM FRANCHISOR, LLC NOR ITS AFFILIATES OWN ANY SUCH HOTELS OR ARE A PARTY TO THIS FINANCING AND HAVE NOT PROVIDED OR REVIEWED, AND ARE NOT RESPONSIBLE FOR, ANY DISCLOSURES OR OTHER INFORMATION SET FORTH HEREIN. Also, at least fifteen (15) days prior to closing such financing, you shall submit to us a written statement certifying that you have not misrepresented or overstated your relationship with us and our affiliates or your rights to use the Marks

9.3 **Conditions.** We may condition and withhold our consent to a Transfer when required under this Section 9 until the transferee and you meet certain conditions; however, we will not unreasonably withhold, delay or condition our consent to a Transfer if the Facility is then financed under a program in which the United States Small Business Administration ("SBA") guarantees the financing or its repayment. If a Transfer is to occur, the transferee (or you, if an Equity Transfer is involved) must first complete and submit our application, qualify to be a franchisee in our sole discretion, given the circumstances of the proposed Transfer, provide the same supporting documents as a new franchise applicant, pay the Application Fee and Relicense Fee then in effect, sign the form of Franchise Agreement we then offer and agree to renovate the Facility as we reasonably determine. We will provide a PIP after we receive the transferee's Application. We may require structural changes to the Facility if it no longer meets System Standards for entering facilities, or, in the alternative, condition our approval of the Transfer on limiting the transferee's term to the balance of your Term, or adding a right to terminate without cause exercisable by either party after a period of time has elapsed. Our consent to the transaction will not be effective until these conditions are satisfied. If we do not approve the Transfer, we may, in our sole discretion, allow you to terminate the Franchise when you sell the Facility and pay us Liquidated Damages under Section 12.1. Such payment would be due and payable when you transfer possession of the Facility. We must also receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you, your owners, your affiliates, the transferee, its owners and affiliates, under this Agreement or otherwise. Our consent to a Transfer is not a waiver of (i) any claims we may have against you; or (ii) our right to demand strict compliance from the Transferee with the terms of its agreement.

9.4 **Permitted Transferee Transactions.** Provided that you comply with this Section 9.4, you may (i) transfer an Equity Interest to a Permitted Transferee or (ii) effect an Equity Transfer to a Permitted Transferee without obtaining our consent, renovating the Facility or paying a Relicense Fee or Application Fee. No Transfer will be deemed to occur. You must not be in default and you must comply with the application and notice procedures specified in Sections 9.3 and 9.6. Each Permitted Transferee must first agree in writing to be bound by this Agreement, or at our option, execute the Franchise Agreement form then offered prospective franchisees. No transfer to a Permitted Transferee shall release a living transferor from liability under this Agreement or any guarantor under any guaranty of this Agreement. A transfer resulting from a death may occur even if you are in default under this Agreement.

9.5 **Attempted Transfers.** Any transaction requiring our consent under this Section 9 in which our

consent is not first obtained will be void, as between you and us. You will continue to be liable for payment and performance of your obligations under this Agreement until we terminate this Agreement, all your financial obligations to us are paid and all System identification is removed from the Facility.

9.6 **Notice of Transfers.** You will give us at least 30 days prior written notice of any proposed Transfer or Permitted Transferee transaction. You will notify us when you sign a contract to Transfer the Facility and 10 days before you intend to close on the transfer of the Facility. We will respond to all requests for our consent and notices of Permitted Transferee transactions within a reasonable time, not to exceed 30 days. You will notify us in writing within 30 days after a change in ownership of 25% or more of your Equity Interests that are not publicly held or that is not an Equity Transfer, or a change in the ownership of the Facility if you are not its owner. You will provide us with lists of the names, addresses, and ownership percentages of your owner(s) at our request.

9.7 **Right of First Refusal.**

9.7.1 Notwithstanding any other provision herein, if you wish to engage in a Transfer of all or part of your interest in the assets of the Facility or this Agreement or if an Equity Interest owner of the franchising entity wishes to complete an Equity Transfer, pursuant to any bona fide offer received from a third party to purchase such interest, then such proposed seller shall promptly notify us in writing of each such offer and shall provide such information and documentation relating to the offer as we may require. We shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation we request describing the terms of such offer, to send written notice to seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party. If we elect to purchase the seller's interest, closing on such purchase must occur within the later of sixty (60) days from the date of notice to the seller of our election to purchase, sixty (60) days after the date we receive and obtains all necessary permits and approvals, or such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to our same right of first refusal as in the case of an initial offer. Our failure to exercise the option afforded by this Section 9.7.1 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Section 9, with respect to a proposed Transfer.

9.7.2 If an offer from a third party provides for payment of consideration other than cash or involves specific intangible benefits, we may elect to purchase the interest proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part 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 binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall bear the appraisal fees equally. If we exercise our right of first refusal, we shall have the right to set off against any payment due the seller (i) all fees for any such independent appraiser due from the seller, and (ii) all amounts due from you or any of your affiliates.

9.7.3 Failure to comply with the provisions of this Section prior to the transfer of any interest in franchising entity, the Facility or this Agreement shall constitute a material event of default under this Agreement.

10. Our Assignments. We may transfer, assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law or otherwise, without notice and without your consent. You are not the third-party beneficiary of any contract with a third party to provide services to you under this Agreement. We may dissolve, terminate and wind up our business under applicable law but we will transfer the System and this Agreement to a party that will perform the franchisor's obligations and that will assume this Agreement in writing. We will have no obligations to you with respect to any assigned right or duty after you are notified that our transferee has assumed such rights or duties under this Agreement except those that arose before we assign this Agreement.

11. Default and Termination.

11.1 **Default.** You will be in default under this Agreement if (a) you do not pay us when a payment is due under this Agreement or under any other instrument, debt, agreement or account with us related to the Facility, (b) you do not perform any of your other obligations when this Agreement and the System Standards Manual require, or (c) if you otherwise breach this Agreement. If your default is not cured within ten days after you receive written notice from us that you have not filed your monthly report, paid us any amount that is due or breached your obligations regarding Confidential Information, or within 30 days after you receive written notice from us of any other default (except as noted below), then we may terminate this Agreement by written notice to you under Section 11.2. We will not exercise our right to terminate if you have completely cured your default during the time allowed for cure, or until any waiting period required by law has elapsed. In the case of a default resulting from the Facility's failure to meet Quality Standards as measured by a quality assurance inspection, if you have acted diligently to cure the default but cannot do so, and the default does not relate to health or safety, we may, in our discretion, enter into an improvement agreement with you provided you request such an agreement within 30 days after receiving notice of the failing inspection. If we have entered into an improvement agreement, you must cure the default within the time period specified in the improvement agreement which shall not exceed 90 days after the failed inspection. We may terminate this Agreement and any or all rights granted hereunder if you do not timely perform that improvement agreement.

11.2 **Termination.** We may terminate this Agreement effective when we send written notice to you or such later date as required by law or as stated in the default notice, when (1) you do not cure a default as provided in Section 11.1 or we are authorized to terminate under Schedule D due to your failure to perform your Improvement Obligation, (2) you discontinue operating the Facility as a "Wyndham Garden", (3) you do or perform, directly or indirectly, any act or failure to act that in our reasonable judgment is or could be injurious or prejudicial to the goodwill associated with the Marks or the System, (4) you lose ownership, possession, or the right to possession of the Facility or otherwise lose the right to conduct the franchised business at the Location, (5) you (or any guarantor) suffer the termination of another license or franchise agreement with us or one of our affiliates, (6) you intentionally maintain false books and records or submit a materially false report to us, (7) you (or any guarantor) generally fail to pay debts as they come due in the ordinary course of business, (8) you, any guarantor or any of your Owners or agents misstated to us or omitted to tell us a material fact to obtain or maintain this Agreement with us, (9) you receive two or more notices of default from us in any one year period (whether or not you cure the defaults), (10) a violation of

Section 9 occurs, or a Transfer occurs before the relicensing process is completed, (11) you or any of your Equity Interest Owners contest in court the ownership or right to franchise or license all or any part of the System or the validity of any of the Marks, (12) you, any guarantor or the Facility is subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition or a similar action or proceeding that is not dismissed within 60 days after its filing, (13) you maintain or operate the Facility in a manner that endangers the health or safety of the Facility's guests, (14) if a threat to public health or safety exists at the Facility and we reasonably determine that an immediate shut down of the Facility to be necessary to avoid substantial risk of liability or goodwill, (15) you disclose of any Confidential Information in violation of this Agreement.

11.3 **Casualty and Condemnation.**

11.3.1 You will notify us promptly after the Facility suffers a Casualty that prevents you from operating in the normal course of business, with less than 75% of guest rooms available. You will give us information on the availability of guest rooms and the Facility's ability to honor advance reservations. You will tell us in writing within 60 days after the Casualty whether or not you will restore, rebuild and refurbish the Facility to conform to System Standards and its condition prior to the Casualty. This restoration will be completed within 180 days after the Casualty. You may decide within the 60 days after the Casualty, and if we do not hear from you, we will assume that you have decided, to terminate this Agreement, effective as of the date of your notice or 60 days after the Casualty, whichever comes first. If this Agreement so terminates, you will pay all amounts accrued prior to Termination and follow the post-Termination requirements in Section 13. You will not be obligated to pay Liquidated Damages if the Facility will no longer be used as a transient guest lodging facility for 3 years after the Casualty.

11.3.2 You will notify us in writing within 10 days after you receive notice of any proposed Condemnation of the Facility, and within 10 days after receiving notice of the Condemnation date. This Agreement will terminate on the date the Facility or a substantial portion is conveyed to or taken over by the condemning authority but you will be liable for the condemnation payments set forth in Section 12.2.

11.3.3 In the event that you have any right to a protected territory, the protected territory covenants will terminate when you give us notice of any proposed Condemnation or that you will not restore the Facility after a Casualty.

11.4 **Our Other Remedies.** We may suspend the Facility from the Reservation System for any default or failure to pay or perform under this Agreement or any other written agreement with us relating to the Facility, discontinue reservation referrals to the Facility for the duration of such suspension, and may divert previously made reservations to other Chain Facilities after giving notice of non-performance, non-payment or default. All fees accrue during the suspension period. Reservation service will be restored after you have fully cured any and all defaults and failures to pay and perform. We may charge you, and you must pay as a condition precedent to restoration of reservation service, a Reconnection Fee specified on Schedule C to reimburse us for our costs associated with service suspension and restoration. We may deduct points under our quality assurance inspection program for your failure to comply with this Agreement or System Standards. We may also suspend or terminate any temporary or other fee reductions we

may have agreed to in this Agreement and/or any stipulations in Section 18 below, and/or cease to provide any operational support until you address any failure to perform under this Agreement. You agree that our exercise of any rights in this Section will not constitute an actual or constructive Termination of this Agreement. All such remedies are cumulative and not in lieu of any other rights or remedies we may have under this Agreement. If we exercise our right not to terminate this Agreement but to implement such suspension and/or removal, we reserve the right at any time after the appropriate cure period under the written notice has lapsed, to, upon written notice to you, terminate this Agreement without giving you any additional corrective or cure period (subject to applicable law). You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief, without the need for posting any bond. We may litigate to collect amounts due under this Agreement without first issuing a default or Termination notice. Consent or approval may be withheld while you are in default under this Agreement or may be conditioned on the cure of all your defaults. Once a Termination or expiration date for this Agreement has been established in accordance with the provisions of this Agreement, we may cease accepting reservations through the Reservation System for any person(s) seeking to make a reservation for a stay on any date including or following the Termination or expiration of this Agreement.

11.5 **Your Remedies.**

11.5.1 If our approval or consent is required under this Agreement and we do not issue our approval or consent within a reasonable time, but in any event not less than 30 days after we receive all of the information we request, and you believe our failure to approve or consent is wrongful, then you may bring a legal action against us to compel us to issue our approval or consent. To the extent permitted by applicable law, this action to compel us to issue our approval or consent shall be your exclusive remedy.

11.5.2 You (and your owners and guarantors) waive, to the fullest extent permitted by law, any right to, or claim for, any punitive or exemplary damages against us and against any affiliates, owners, employees or agents of us, and agree that in the event of a dispute, you will be limited to the recovery of any actual damages sustained and any equitable relief to which you might be entitled.

12. <u>Liquidated Damages</u>.

12.1 **Generally.** If we terminate this Agreement under Section 11.2, or you terminate this Agreement (except under Section 11.3 or as a result of our default which we do not cure within a reasonable time after written notice), you will pay us within 10 days following the date of Termination, as Liquidated Damages, an amount equal to the average monthly accrued Recurring Fees during the immediately preceding 12 full calendar months multiplied by 36 (or the number of months remaining in the unexpired Term (the "Ending Period") at the date of Termination, whichever is less). If the Facility has been open for fewer than 12 months, then the amount shall be the average monthly Recurring Fees since the Opening Date multiplied by 36. You will also pay any applicable Taxes assessed on such payment and Interest calculated under Section 7.3 accruing from 10 days after the date of Termination. Before the Ending Period, Liquidated Damages will not be less than the product of $3,000 multiplied by the number of guest rooms that you are authorized to operate under Schedule B of this Agreement as of the Termination. In the event that we authorize

you to reduce the number of rooms at the Facility after the Opening Date, then we reserve the right to charge Liquidated Damages for those rooms on a per-room basis, either at the time they are removed from the Facility's inventory or at Termination. If we terminate this Agreement under Schedule D before the Opening Date, then you will pay us, within 10 days after you receive our notice of Termination, Liquidated Damages in an amount equal to $1,500 per guest room described on Schedule B. If any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement limits your ability to pay, and our ability to receive, the Liquidated Damages you are obligated to pay hereunder, you shall be liable to us for any and all damages which we incur, now or in the future, as a result of your breach of this Agreement. Liquidated Damages are paid in place of our claims for lost future Recurring Fees under this Agreement. Our right to receive other amounts due under this Agreement is not affected.

12.2 **Condemnation Payments.** In the event a Condemnation is to occur, you will pay us fees set forth in Section 7 for a period of one year after we receive the initial notice of condemnation described in Section 11.3, or until the Condemnation occurs, whichever is longer (the "Notice Period"). You will pay us Liquidated Damages equal to the average daily Recurring Fees for the one-year period preceding the date of your condemnation notice to us multiplied by 365 less the number of days in the Notice Period.. This payment will be made within 30 days after Condemnation is completed (when you close the Facility or you deliver it to the condemning authority). You will pay no Liquidated Damages if the Condemnation is completed after the Notice Period expires. For the sake of clarity, you must continue to pay when due the fees, set forth in this Agreement, including under Section 7, and all other agreements with us or our affiliates pertaining to the Facility until Condemnation is completed.

13. <u>Your Duties At and After Termination</u>. When a Termination occurs for any reason whatsoever:

13.1 **System Usage Ceases.** You must comply with the following "de-identification" obligations. You will immediately stop using the System to operate and identify the Facility. You will remove all signage and other items bearing any Marks and follow the other steps detailed in the System Standards Manual or other brand directives for changing the identification of the Facility. You will promptly paint over or remove the Facility's distinctive System trade dress, color schemes and architectural features. You shall not identify the Facility with a confusingly similar mark or name, or use the same colors as the System trade dress for signage, printed materials and painted surfaces. You will cease all Internet marketing using any Marks to identify the Facility. If you do not strictly comply with all of the de-identification requirements above, in the System Standards Manual and in our other brand directives, you agree to pay us a royalty equal to $2,000 per day until de-identification is completed to our satisfaction.

13.1.1 **Cancel Assumed Name Certificate.** You shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the name "Wyndham Garden" or any variation thereof or any other Mark. You shall provide us with evidence to our satisfaction of compliance with this obligation within thirty (30) days after Termination or expiration of this Agreement.

13.2 **Other Duties.** You will pay all amounts owed to us under this Agreement and any related ancillary agreements with us or our affiliates pertaining to the Facility within 10 days after

Termination. We may immediately remove the Facility from the Reservation System and divert reservations as authorized in Section 11.4. We may notify third parties that the Facility is no longer associated with the Chain. We may also, to the extent permitted by applicable law, and without prior notice enter the Facility, and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation System, all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of ours. If you have not completed your de-identification obligations to our satisfaction, we may paint over or remove and purchase for $10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that you have not removed or obliterated within five days after Termination. You will promptly pay or reimburse us for our cost of removing such items, net of the $10.00 purchase price for signage. We will exercise reasonable care in removing or painting over signage. We will have no obligation or liability to restore the Facility to its condition prior to removing the signage. We shall have the right, but not the obligation, to purchase some or all of the Facility's Mark-bearing FF&E and supplies at the lower of their cost or net book value, with the right to set off their aggregate purchase price against any sums then owed us by you. You will transfer to us any domain names you own that include any material portion of the Marks.

13.3 **Reservations.** The Facility will honor any advance reservations, including group bookings, made for the Facility prior to Termination at the rates and on the terms established when the reservations are made and pay when due all related travel agent commissions. You acknowledge and agree that once a Termination or expiration date for this Agreement has been established in accordance with the provisions of this Agreement, we may stop accepting reservations through the Reservation System for any person(s) seeking to make a reservation for a stay on any date on or after the Termination or expiration of this Agreement. In addition, when this Agreement terminates or expires for any reason, we have the right to contact those individuals or entities who have reserved rooms with you through the Central Reservation System to inform them that your lodging facility is no longer part of the System. We further have the right to inform those guests of other facilities within the System that are near your Facility in the event that the guests prefer to change their reservations. You agree that the exercise of our rights under this Section will not constitute an interference with your contractual or business relationship.

13.4 **Survival of Certain Provisions.** Sections 3.6 (as to audits, for 2 years after Termination), the first two sentences of Section 3.11, Section 7 (as to amounts accruing through Termination), and Sections 8, 11.3.2, 11.4, 12, 13, 15, 16 and 17 survive Termination of this Agreement. Additionally, all covenants, obligations and agreements of yours which by their terms or by implication are to be performed after the Termination or expiration of the Term, shall survive such Termination or expiration.

14. <u>Your Representations and Warranties</u>. You expressly represent and warrant to us as follows:

14.1 **Quiet Enjoyment and Financing.** You own, or will own prior to commencing improvement, or lease, the Location and the Facility. You will be entitled to possession of the Location and the Facility during the entire Term without restrictions that would interfere with your performance under this Agreement, subject to the reasonable requirements of any financing secured by the Facility. You have, when you sign this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform your obligations under this

Agreement. If you are an entity, all of your owners or any of the individuals disclosed on Schedule B, including any subsequent person or entity that becomes an owner at any time after the Effective Date, shall sign our then-current form of personal guaranty guaranteeing all of your obligations under this Agreement, unless expressly waived by us in our sole discretion.

14.2 **This Transaction.** You have received our FDD at least 14 days before signing this Agreement or paying any fee to us You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your owners, Board of Directors and lenders. No executory franchise, license or affiliation agreement for the Facility exists other than this Agreement. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your principal owners is a party or is subject or to which the Facility is subject. Neither you nor the Facility is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in the Application. You will submit to us the documents about the Facility, you, your owners and your finances that we request in the Franchise Application (or after our review of your initial submissions) before or within 30 days after you sign this Agreement. You represent and warrant to us that the information you provided in your Application is true, correct and accurate. To the best of your knowledge, neither you, your owners (if you are an entity), your officers, directors or employees or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or are, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of the Treasury's Office of Foreign Assets Control, or otherwise.

14.3 **No Misrepresentations or Implied Covenants.** All written information you submit to us about the Facility, you, your owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

15. Proprietary Rights.

15.1 **Marks and System.** You will not acquire any interest in or right to use the System or Marks except under this Agreement. You will not apply for governmental registration of the Marks, or use the Marks or our corporate name in your legal name, but you may use a Mark for an assumed business or trade name filing, provided such filing is for the full name of the property, including any secondary designation. You agree (i) to execute any documents we request to obtain or maintain protection for the Marks; (ii) use the Marks only in connection with the operation of the Facility as permitted by the System Standards; and (iii) that your unauthorized use of the Marks shall constitute both an infringement of our rights and a material breach of your obligations under this Agreement. You shall not, and shall not assist other to, challenge or otherwise contest the validity or ownership of the System or Marks.

15.2 **Inurements.** All present and future distinguishing characteristics, improvements and additions to or associated with the System by us, you or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part of the System, and the associated good will, shall be our property and will inure to our benefit. You covenant that you will not, directly or indirectly through an affiliate, use the design embodied in the Prototype Plans to design, construct or modify any structure other than a Chain Facility. You acknowledge that the Prototype Plans include non-functional trade dress that is an integral part of the System and you covenant that you will not, directly or indirectly through an affiliate, use the trade dress in any structure that is not a Chain Facility. No good will shall attach to any secondary designator that you use.

15.3 **Other Locations and Systems.** We and our affiliates each reserve the right to own (including through a joint venture or otherwise) in whole or in part, manage, operate, use, lease, finance, sublease, franchise, license (as franchisor or franchisee), or provide services to (i) distinctive separate lodging or food and beverage marks and other intellectual property which are not part of the System, and to enter into separate agreements with you or others (for separate charges) for use of any such other marks or proprietary rights, (ii) other lodging, food and beverage facilities, or businesses, under the System utilizing modified System Standards, and (iii) a Chain Facility at or for any location other than the Location. You acknowledge that we are affiliated with or in the future may become affiliated with other lodging providers or franchise systems that operate under names or marks other than the Marks. We and our affiliates may use or benefit from common hardware, software, communications equipment and services and administrative systems for reservations, franchise application procedures or committees, marketing and advertising programs, personnel, central purchasing, Approved Supplier lists, franchise sales personnel (or independent franchise sales representatives).

15.4 **Confidential Information.** You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alteration of the source code of such software). You will use Confidential Information only for the Facility and to perform under this Agreement. Upon Termination (or earlier, as we may request), you shall return to us all originals and copies of the System Standards Manual, policy statements and Confidential Information "fixed in any tangible medium of expression," within the meaning of the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.

15.5 **Litigation.** You will promptly notify us of (i) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information or other System intellectual property, and (ii) any threatened or pending litigation related to the System against (or naming as a

party) you or us of which you become aware. We alone have the right to control any proceeding or litigation involving use of all or any part of the System, including any settlement. We need not initiate suit against imitators or infringers who do not have a material adverse impact on the Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material. We also have the right to keep all sums obtained in settlement or as a damages award in any proceeding or litigation without any obligation to share any portion of the settlement sums or damages award with you. You will cooperate with our efforts to resolve these disputes.

15.6 **The Internet and other Distribution Channels.** You may use the Internet to market the Facility subject to this Agreement and System Standards. You shall not use, license or register any domain name, universal resource locator, or other means of identifying you or the Facility that uses a Mark or any image or language confusingly similar to a Mark except as otherwise expressly permitted by the System Standards Manual or with our written consent. You will assign to us any such identification at our request without compensation or consideration. You may not purchase any key words for paid search or other electronic marketing that utilizes any Mark without our written consent. You must make available through the Reservation System and the Chain Website all rates you offer directly to the general public or indirectly via Internet marketing arrangements with third parties. You agree to participate in our Central Commission Payment Program and to reimburse us for any fees or commissions we pay to intermediaries and retailers on your behalf or for Chain Facilities to participate in their programs. You must participate in the Chain's best available rate on the Internet guarantee or successor program. The content you provide us or use yourself for any Internet or distribution marketing activity must be true, correct and accurate, and you will notify us in writing promptly when any correction to the content becomes necessary. You shall promptly modify at our request the content of any Internet or distribution marketing materials for the Facility you use, authorize, display or provide to conform to System Standards. Any use of the Marks and other elements of the System on the Internet inures to our benefit under Section 15.2.

16. Relationship of Parties.

16.1 **Independence.** You are an independent contractor. You are not our legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You understand that the franchise relationship is an arms' length, commercial business relationship in which each party acts in its own interest. You will exercise full and complete control over and have full responsibility for your contracts, daily operations, labor relations, employment practices and policies, including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of your employees.

16.2 **Joint Status.** If you are comprised of two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or entities.

17. Legal Matters.

17.1 **Partial Invalidity.** If all or any part of a provision of this Agreement violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in our judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you without penalty or compensation owed by either party.

17.2 **Waivers, Modifications and Approvals.** If we allow you to deviate from this Agreement, we may insist on strict compliance at any time after written notice. Our silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under this Agreement by us must be in writing and signed by our authorized representative to be effective. We may unilaterally revise Schedule C when this Agreement so permits.

17.3 **Notices.** Notices will be effective if in writing and delivered (i) by delivery service, with proof of delivery; (ii) by first class, prepaid certified or registered mail, return receipt requested; (iii) by electronic mail, posting of the notice on our Chain intranet site or by a similar technology; or (iv) by such other means as to result in actual or constructive receipt by the person or office holder designated below, to the appropriate party at its address stated below or as it may otherwise designate by notice. The parties may also communicate via electronic mail between addresses to be established by notice. You consent to receive electronic mail from us. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

Wyndham Franchisor, LLC:
22 Sylvan Way, Parsippany, New Jersey 07054-0278
Attention: Vice President - Contracts Compliance
E-mail address: Suzanne.Fenimore@wyndham.com

Your name:_____
Your address:_____
Attention:_____
Your e-mail address:_____

17.4 **Remedies.** Remedies specified in this Agreement are cumulative and do not exclude any remedies available at law or in equity. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.

17.5 **Miscellaneous.** This Agreement is exclusively for the benefit of the parties. There are no third-party beneficiaries. No agreement between us and anyone else is for your benefit. The section headings in this Agreement are for convenience of reference only.

17.6 **Choice of Law; Venue; Dispute Resolution.**

17.6.1 This Agreement will be governed by and construed under the laws of the State of

New Jersey, except for its conflicts of law principles. The New Jersey Franchise Practices Act will not apply to any Facility located outside the State of New Jersey.

17.6.2 The parties shall attempt in good faith to resolve any dispute concerning this Agreement or the parties' relationship promptly through negotiation between authorized representatives. If these efforts are not successful, either party may attempt to resolve the dispute through non-binding mediation. Either party may request mediation which shall be conducted by a mutually acceptable and neutral third-party organization. If the parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either party may pursue litigation.

17.6.3 You consent and waive your objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under this Agreement or between we and you.

17.6.4 **WAIVER OF JURY TRIAL. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE FRANCHISOR, THE FRANCHISEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**

17.6.5 Any judicial proceeding directly or indirectly arising from or relating to this Agreement shall be considered unique as to its facts and may not be brought as a class action. You and each of the owners of your Equity Interests waive any right to proceed against us by way of class action.

17.7 **Special Acknowledgments. You acknowledge the following statements to be true and correct as of the date you sign this Agreement, and to be binding on you.**

17.7.1 **You have read our disclosure document for prospective franchisees ("FDD") and independently evaluated and investigated the risks of investing in the hotel industry generally and purchasing this franchise specifically, including such factors as current and potential market conditions, owning a franchise and various competitive factors**.

17.7.2 **Neither we nor any person acting on our behalf has made any oral or written representation or promise to you on which you are relying to enter into this Agreement that is not written in this Agreement or in the FDD. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement or in the FDD.**

17.7.3 **This Agreement, together with the exhibits and schedules attached, is the entire agreement superseding all previous oral and written representations, agreements and understandings of the parties about the Facility and the Franchise other than the representations set forth in the FDD. Notwithstanding the foregoing, no provision in any franchise or membership agreement, or any related agreement, is intended to disclaim the express representations made in the FDD.**

17.7.4 **You acknowledge that no salesperson has made any promise or provided any**

information to you about actual or projected sales, revenues, income, profits or expenses from the Facility except as stated in Item 19 of the FDD or in a writing that is attached to this Agreement and signed by us.

17.8 **Force Majeure.** Neither you nor we shall be liable for loss or damage or deemed to be in breach of this Agreement if the failure to perform obligations results from any of the following events which first occur following the Effective Date: (a) windstorms, rains, floods, earthquakes, typhoons, mudslides or other similar natural causes; (b) fires, strikes, embargoes, war, acts of terrorism or riot; (c) legal restrictions that prohibit or prevent performance; or (d) any other similar event or cause beyond the control of the party affected. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, so long as a remedy is continuously and diligently sought by the affected party, except that no such cause shall excuse payment of amounts owed at the time of such occurrence or payment of Recurring Fees and other amounts due to us subsequent to such occurrence other than a governmental or judicial order prohibiting such payments.

17.9 **No Right to Offset**. You acknowledge and agree that you will not withhold or offset any liquidated or unliquidated amounts, damages or other monies allegedly due you by us against any Recurring Fees or any other fees due us under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 20____ and agree to be bound by the terms and conditions of this Agreement as of the Effective Date.

WE, WYNDHAM FRANCHISOR, LLC

By: _____
Name:_____
Title:_____

YOU, as franchisee:

_____

By: _____
Name:_____
Title:_____

APPENDIX A

DEFINITIONS

Additional Fees means the fees charged under Section 7.1.2 other than the Marketing & Global Sales Fee.

Agreement means this Franchise Agreement.

Application Fee means the fee you pay when you submit your Application under Section 6.

Approved Plans means your plans and specifications for constructing or improving the Facility initially or after opening, as approved by us under Schedule D.

Approved Supplier means a vendor authorized by us to provide proprietary or Mark-bearing items, or whose goods and services are deemed to meet applicable System Standards.

Casualty means destruction or significant damage to the Facility by act of God or other event beyond your reasonable anticipation and control.

Chain means the network of Chain Facilities.

Chain Facility means a lodging facility we own, lease, manage, operate or authorize another party to operate using the System and identified by the Marks.

Chain Websites means any current or future consumer or business websites, mobile websites or mobile applications that we or our affiliates develop for booking reservations for and/or providing information about Chain Facilities, and any future equivalent technology.

Condemnation means the taking of the Facility for public use by a government or public agency legally authorized to do so, permanently or temporarily, or the taking of such a substantial portion of the Facility that continued operation in accordance with the System Standards, or with adequate parking facilities, is commercially impractical, or if the Facility or a substantial portion is sold to the condemning authority in lieu of condemnation.

Conference Fee means the fee we charge for attendance at a conference for Chain Facilities and their franchisees when and if held.

Confidential Information means any trade secrets we own or protect and other information not generally known to the lodging industry including confidential portions of the System Standards Manual or information we otherwise impart to you and your representatives in confidence. Confidential Information includes all other system standards manuals and documentation, including those on the subjects of employee relations, finance and administration, field operation, purchasing and marketing, the property management system software and other applications software.

Design Standards mean standards specified in the System Standards Manual from time to time for

design, construction, renovation, modification and improvement of new or existing Chain Facilities, including all aspects of facility design, number of rooms, rooms mix and configuration, construction materials, workmanship, finishes, electrical, mechanical, structural, plumbing, HVAC, utilities, access, life safety, parking, systems, landscaping, amenities, interior design and decor and the like for a Chain Facility.

Effective Date means the date we insert in the preamble of this Agreement after we sign it.

Equity Interests shall include, without limitation, all forms of equity ownership of you, including voting stock interests, partnership interests, limited liability company membership or ownership interests, joint and tenancy interests, the proprietorship interest, trust beneficiary interests and all options, warrants, and instruments convertible into such other equity interests.

Equity Transfer means any transaction, or series of transactions, in which your owners or you sell, assign, transfer, convey, pledge, or suffer or permit the transfer or assignment of, any percentage of your Equity Interests that will result in a change in control of you to persons other than those disclosed on Schedule B, as in effect prior to the transaction. Unless there are contractual modifications to your owners' rights, an Equity Transfer of a corporation or limited liability company occurs when either majority voting rights or beneficial ownership of more than 50% of the Equity Interests changes in one transaction or a series of transactions. An Equity Transfer of a partnership occurs when a newly admitted partner will be the managing, sole or controlling general partner, directly or indirectly through a change in control of the Equity Interests of an entity general partner in one transaction or a series of transactions. An Equity Transfer of a trust occurs when either a new trustee with sole investment power is substituted for an existing trustee, or a majority of the beneficiaries convey their beneficial interests to persons other than the beneficiaries existing on the Effective Date in one transaction or a series of transactions. An Equity Transfer does not occur when the Equity Interest ownership among the owners of Equity Interests on the Effective Date changes without the admission of new Equity Interest owners. An Equity Transfer occurs when you merge, consolidate or issue additional Equity Interests in a transaction which would have the effect of diluting the voting rights or beneficial ownership of your owners' combined Equity Interests in the surviving entity to less than a majority in one transaction or a series of transactions.

Facility means the Location, together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties existing or to be constructed at the Location on or after the Effective Date.

FF&E means furniture, fixtures and equipment.

FF&E Standards means standards specified in the System Standards Manual for FF&E and supplies to be utilized in a Chain Facility.

Food and Beverage means any restaurant, catering, bar/lounge, entertainment, room service, retail food or beverage operation, continental breakfast, food or beverage concessions and similar services offered at the Facility.

Franchise means the non-exclusive franchise to operate the type of Chain Facility described in Schedule B only at the Location, using the System and the Mark we designate in Section 1.

Franchise Year means:

(i) *If the Opening Date occurs on the first day of a month*: the period beginning on the Opening Date and ending on the day immediately preceding the first anniversary of the Opening Date, and each subsequent one-year period; or

(ii) *If the Opening Date does not occur on the first day of a month:* the period beginning on the Opening Date and ending on the first anniversary of the last day of the month in which the Opening Date occurs, and each subsequent one-year period.

Gross Room Revenues means gross revenues attributable to or payable for rentals of guest (sleeping) rooms at the Facility, including all credit transactions, whether or not collected, guaranteed no-show revenue, net of chargebacks from credit card issuers, any proceeds from any business interruption or similar insurance applicable to the loss of revenues due to the non-availability of guest rooms and any miscellaneous fees charged to all guests regardless of the accounting treatment of such fees. Excluded from Gross Room Revenues are separate charges to guests for Food and Beverage (including room service); actual telephone charges for calls made from a guest room; key forfeitures and entertainment (including Internet fees and commissions); vending machine receipts; and federal, state and local sales, occupancy and use taxes. Gross Room Revenues is further described in System Standards.

Guest Information means any names, email addresses, phone numbers, mailing addresses and other information about guests and customers of the Facility, including without limitation stay information, that either you or we or a person acting on behalf of you, us, or both you and us, receives from or on behalf of the other or any guest or customer of the Facility or any other third party.

Improvement Obligation means your obligation to construct and complete the Facility, in accordance with the Approved Plans and System Standards, as described in Schedule D.

Indemnitees means us, our direct and indirect parent, subsidiary and affiliate entities, and the respective officers, directors, shareholders, employees, agents and contractors, and the successors, assigns, personal representatives, heirs and legatees of all such persons or entities.

Initial Fee means the fee you are to pay for signing this Agreement as stated in Section 6 if the Agreement is for a new construction or conversion franchise.

Liquidated Damages means the amounts payable under Section 12, set by the parties because actual damages will be difficult or impossible to ascertain on the Effective Date and the amount is a reasonable pre-estimate of the damages that will be incurred and is not a penalty.

Location means the parcel of land situated at _____, as more fully described in Schedule A or such other documentation that reflects the legal description of the land on which the Facility is located.

Losses and Expenses means (x) all payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnitees, including guest refunds, or (ii) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including without limitation investigation and trial charges, costs and expenses, attorneys' fees, experts' fees, court costs,

settlement amounts, judgments and costs of collection; and (y) the "Returned Check Fee" we then specify in the System Standards Manual ($100.00 on the Effective Date) if the drawee dishonors any check that you submit to us.

Loyalty Program Charge means the fee you pay us under Section 3.4.4 and Schedule C for a frequent guest rewards program or other special marketing programs that we may create or undertake and require participation by Chain Facilities.

Maintenance Standards means the standards specified from time to time in the System Standards Manual for repair, refurbishment and replacement of FF&E, finishes, decor, and other capital items and design materials in Chain Facilities.

Marketing Standards means the standards specified from to time in the System Standards for marketing programs in which the Facility participates and your use of the Marks in marketing or promoting the Facility.

Marketing & Global Sales Fee means the assessments charged as set forth in Section 7.1.2 and Schedule C.

Marks means, collectively (i) the service marks associated with the System published in the System Standards Manual from time to time including, but not limited to, the name, design and logo for "Wyndham Garden" and other marks; and (ii) trademarks, trade names, trade dress, logos and derivations, and associated good will and related intellectual property interests (US Reg. Nos. 2,859,133; 3,239,884; 2,008,720; 1,962,596; 4,577,382; and 2,213,900).

Marks Standards means standards specified in the System Standards Manual for interior and exterior Mark-bearing signage, advertising materials, china, linens, utensils, glassware, uniforms, stationery, supplies, and other items, and the use of such items at the Facility or elsewhere.

Material Renovation means the upgrading, updating, modifications, replacements, additions, repairs, refurbishing, repainting, and other redecorating of the interior, exterior, guest rooms, public areas and grounds of the Facility and replacements of FF&E we may require you to perform under Section 3.14.

Material Renovation Notice means the written notice from us to you specifying the Material Renovation to be performed and the dates for commencement and completion given under Section 3.14.

Opening Date has the meaning specified in Schedule D.

Operations Standards means standards specified in the System Standards Manual for cleanliness, housekeeping, general maintenance, repairs, concession types, food and beverage service, vending machines, uniforms, staffing, employee training, guest services, guest comfort and other aspects of lodging operations.

Permitted Transferee means (i) any entity, natural person(s) or trust receiving from the personal representative of an owner any or all of the owner's Equity Interests upon the death of the owner, if

no consideration is paid by the transferee or (ii) the spouse or adult issue of the transferor, if the Equity Interest transfer is accomplished without consideration or payment, or (iii) any natural person or trust receiving an Equity Interest if the transfer is from a guardian or conservator appointed for an incapacitated or incompetent transferor.

Property Improvement Plan or PIP means the list of upgrades, updates, improvements, repairs, repainting, refurbishing, replacements, and other requirements we prepare that are required to be completed pursuant to this Agreement.

Prototype Plans means the prototype drawings and specifications (architectural, structural, mechanical, plumbing, electrical and interiors), reflecting the overall design intent, FF&E, and color schemes for a Wyndham Garden Facility, that we deliver to you after the Effective Date. The Prototype Plans must be modified to construct a Wyndham Garden Facility. The Prototype Plans do not include a project manual and are not appropriate for a specific Facility.

Reconnection Fee means the fee you pay us when we restore the Central Reservation System service after such service has been suspended because you default under this Agreement or for any other reason, in the amount specified in Schedule C.

Recurring Fees means the Royalties and Marketing & Global Sales Fees as stated in Section 7.

Reinspection Fee means the fee you must pay to us under Section 3.7 if you do not complete your PIP on time, fail any inspection or do not cooperate with our inspector or inspection System Standards.

Relicense Fee means the fee your transferee pays when a Transfer occurs or the fee you pay to us if you are renewing an existing franchise.

Reservation System or Central Reservation System means back-end technology platform and applications used by us to accept, store and/or communicate reservations for Chain Facilities. The Reservation System is separate from, but enables, the booking of reservations for Chain Facilities through various distribution channels such as the Chain Websites, the GDS and other distribution channels.

Rooms Addition Fee means the fee we charge you for adding guest rooms to the Facility.

Royalty means the monthly fee you pay to us for use of the System under Section 7.1. "Royalties" means the aggregate of all amounts owed as a Royalty.

System means the comprehensive system for providing guest lodging facility services under the Marks as we specify, which at present includes only the following: (a) the Marks; (b) other intellectual property, including Confidential Information, System Standards Manual and know-how; (c) marketing, advertising, publicity and other promotional materials and programs; (d) System Standards; (e) training programs and materials; (f) quality assurance inspection and scoring programs; and (g) the Reservation System.

System Standards means the standards for participating in the Chain and using the System published

in the System Standards Manual, or elsewhere, including but not limited to Design Standards, FF&E Standards, Marks Standards, Marketing Standards, Operations Standards, Technology Standards and Maintenance Standards and any other standards, policies, rules and procedures we promulgate about System operation and usage.
System Standards Manual means the Standards of Operation Manual and any other manual or written directive or other communication we issue or distribute specifying the System Standards.

Taxes means the amounts payable under Section 7.2 of this Agreement.

Technology Standards means standards specified in the System Standards Manual for local and long distance telephone communications services, telephone, telecopy and other communications systems, point of sale terminals and computer hardware and software for various applications, including, but not limited to, front desk, rooms management, records maintenance, marketing data, accounting, budgeting and interfaces with the Reservation System to be maintained at the Chain Facilities.

Term means the period of time during which this Agreement shall be in effect, as stated in Section 5.

Termination means a termination of this Agreement.

Transfer means (1) an Equity Transfer, (2) you assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise without our consent as specified in Section 9, (3) you assign (other than as collateral security for financing the Facility) your leasehold interest in (if any), lease or sublease all or any part of the Facility to any third party, (4) you engage in the sale, conveyance, transfer, or donation of your right, title and interest in and to the Facility, (5) your lender or secured party forecloses on or takes possession of your interest in the Facility, directly or indirectly, or (6) a receiver or trustee is appointed for the Facility or your assets, including the Facility. A Transfer does not occur when you pledge or encumber the Facility to finance its acquisition or improvement, you refinance it, or you engage in a Permitted Transferee transaction.

"You" and "Your" means and refers to the party named as franchisee identified in the first paragraph of this Agreement and its Permitted Transferees.

"We", "Our" and "Us" means and refers to Wyndham Franchisor, LLC, a Delaware limited liability company, its successors and assigns.

SCHEDULE A

(Legal Description of Facility)

SCHEDULE B

PART I: YOUR OWNERS

Name	Ownership Percentage	Type of Equity Interest	Office Held (Title)

PART II: THE WYNDHAM GARDEN FACILITY

Number of approved guest rooms: _____

Number of approved suites [For suite properties only]: _____

_____
Initial

WYNDHAM FRANCHISOR, LLC – WYNDHAM GARDEN®
SCHEDULE C
April 2023

I. Marketing & Global Sales Fee

The Marketing and Global Sales Fee is 3.0% of Gross Room Revenues. Upon 60 days written notice, we may change the Marketing and Global Sales Fee for all Chain Facilities to cover costs (including reasonable direct and indirect overhead costs) related to the services and programs referenced in Section 7.1.2 or to cover the cost of additional services or programs.

II. Additional Fees

A. Loyalty Program Fees

We charge a Loyalty Program Charge for your participation in the Wyndham Rewards or successor guest loyalty program. The Loyalty Program Charge is 4.25% - 5.5% of any amounts on which members of the Loyalty Program earn points or other program currency at the Facility as defined in the Front Desk Guide or any other program rules, which are System Standards. The Loyalty Program Charge may vary within the stated range based on the number of Wyndham Rewards valid enrollments obtained by the Facility during a defined measurement period, as described in the Front Desk Guide. We will proactively match and award members with points or other program currency they earn at the Facility even if they do not present their Wyndham Rewards membership number upon check–in. You will be billed monthly in arrears for points or other program currency awarded to members during the preceding month. If you do not achieve a certain number of Wyndham Rewards valid enrollments, you must pay us a Missed Valid Enrollment Fee of up to $400 per month as described in the Front Desk Guide. If you do not process a member's points in a timely manner and we must resolve the issue with the member, we will charge you a Loyalty Member Services Administration Fee as described in the Front Desk Guide.

B. Customer Care Fee

We will contact you if we receive any guest complaint about you or the Facility, and you will be responsible for resolving the complaint to the satisfaction of the guest. We may also contact you, at our discretion, if we become aware of any other complaints about the Facility including complaints which are posted on third-party travel websites, distribution channels, blogs and social networks, or other forums to which you do not respond. If you do not respond to and resolve any complaint to the satisfaction of the guest within the time frame we establish in System Standards after we refer it to you, we will charge you a "Customer Care Fee" of $195, plus the costs we incur to settle the matter with the guest. The Customer Care Fee is intended only to reimburse us for the costs of complaint handling and is not intended as penalties or liquidated damages. All guest complaints remain subject to indemnification under this Agreement.

C. **Best Rate Guarantee**

You must (i) make available to us through the Central Reservation System and the Chain Websites room rates for the Facility equivalent to those you offer to the general public directly or indirectly via third parties that you authorize to offer and sell reservations for the Facility's guest rooms, and (ii) participate in the Chain's Best Rate Guarantee Program according to its published requirements. If we, or a guest, identifies a publicly available rate for the Facility that is lower than the rate that you have provided to us for the same date, then we may charge you a Processing Fee, currently $195, to reimburse us for our administrative charges to process each discrepancy.

D. **Reconnection Fee**

If we suspend Central Reservation System service because of your default under this Agreement or for any other reason, then you must pay the Reconnection Fee set forth in the System Standards before we restore service. Currently, the Reconnection Fee is $4,000.

E. **Other Fees, Commissions and Charges**

You will pay us a fee, as applicable, for reservations for your Facility from certain distribution partners processed through various reservation channels. "GDS Fees" are assessed for qualified reservations processed through any global distribution system ("GDS") or through any Internet website or other booking source powered by a GDS. "Internet Booking Fees" are assessed for qualified reservations processed through an Internet website connected through an alternate distribution system. "Third Party Channel Fees" are assessed for qualified reservations coming from our partners directly or indirectly to our distribution platform. We will establish the amount of the GDS, Internet Booking Fees, and Third-Party Channel Fees from time to time based on the fees these channels charge us and/or our own costs (including overhead) for providing these services. Some of our distribution partners may charge a commission on reservations you receive through these reservation channels and, if we pay such commission on your behalf, you will reimburse us and pay our service charge of 1.5% of commissionable revenue. Upon written notice to you, we may alter, change, modify, remove or add new fees as existing reservation channels are modified or partners are added to existing channels or new reservation channels are established.

You will also pay commissions for (a) reservations booked by "Agents" and/or (b) qualified reservations consumed by members of affinity groups and organizations that participate in our Member Benefits program. You must pay our service charge of 1.5% of commissionable revenue, if applicable. "Agents" include, but are not limited to, travel agents, on-line travel and referral websites, travel consortia, travel management companies, and global sales agents, as well as digital media linking to Chain websites and unique call center numbers purchased by the pay-for-performance program ("PFP"). These commission payments may go to the Agent, affinity group or organization in whole or a portion of the payment may be allocated to various marketing activities and/or to our Global Sales Organization to offset its administrative and overhead costs for supporting the Member Benefit Program and other programs that generate

room nights at Chain Facilities, or, in the case of the PFP program, to fund purchases of additional digital media directing consumers to Chain websites and unique call center numbers.

Under our Everyone Sells Group Referrals Program, Chain Facilities may receive leads from other Chain Facilities, facilities of our affiliates and employees of our parent company or its predecessor. For this business, we charge you a referral commission of 10% of the commissionable revenue on qualifying reservations. When the referring party is a Chain Facility or facility of an affiliate 7% of the referral commission is paid to the referring facility; and when the referring party is an employee of our parent company or its predecessor, 6% of the referral commission is paid to the employee. The remaining 3% and 4%, as applicable, is distributed to our Global Sales Organization to offset its administrative and overhead costs for supporting the Everyone Sells Group Referrals Program.

We may change, modify or delete Additional Fees for existing services and programs and add new Additional Fees for new services, programs and distribution channels at any time upon not less than thirty (30) days' written notice.

SCHEDULE D
ADDENDUM FOR CONVERSION FACILITIES

This Addendum applies if you are converting an existing guest lodging facility to a Chain Facility.

1. YOUR IMPROVEMENT OBLIGATION.

1.1 Generally. You must select and acquire the Location and acquire, equip and supply the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or lease the Facility by the earlier to occur of (a) 30 days after the Effective Date or (b) the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must begin renovation of the Facility no later than 30 days after the Effective Date. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All renovations must comply with System Standards, any Approved Plans, this Agreement and the PIP. Your general contractor or you must carry the insurance required under this Agreement during renovation.

1.2 Pre-Opening Improvements. We will conduct an initial inspection of the Facility, develop a PIP needed to meet System Standards, recommend vendors for equipment and supplies and conduct one follow-up inspection. You will pay a "PIP Fee" of $2,500 for this service. You must complete all renovations specified as "prior to opening" on the PIP before we consider the Facility to be ready to open under the System. The deadline for completing the pre-opening phase of conversion and the renovations shall be as specified on any PIP attached to this Agreement, but is otherwise 270 days from the Effective Date. You must continue renovation and improvement of the Facility after the Opening Date if the PIP so requires. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if (1) you do not commence or complete the pre-opening improvements of the Facility by the dates specified on the PIP or otherwise and you fail to do so within five days after we send you written notice of default, or (2) you prematurely identify the Facility as a Chain Facility or begin operation under the System in violation of this Schedule and you fail to cease operating and/or identifying the Facility under the Marks and System within five days after we send you written notice of default. If we choose to grant an extension of any deadlines, including the Facility's Opening Date, you must pay an extension fee of $10,000. The extension fee is due within ten days of the Facility's Opening Date. We may visit the Facility to confirm that you completed your PIP. If you completed your PIP to our satisfaction by the time specified in the PIP, we will not charge you an additional fee for that inspection visit. If, however, you fail to complete any Improvement Obligation by the dates specified in the PIP or otherwise and our representatives must return to the Facility to re-inspect it, then you must pay the PIP Reinspection Fee. If you have completed the PIP to our satisfaction during our re-inspection, we will refund the difference between the PIP Reinspection Fee and the standard Reinspection Fee. We reserve the right to charge the PIP Reinspection Fee for any subsequent inspection until you have completed the Improvement Obligation. In limited circumstances, you may identify the Facility as a Chain Facility prior to the Opening Date, or commence operation of the Facility

under a Mark and using the System, only after first obtaining our prior written approval. If you identify the Facility as a Chain Facility or operate the Facility under a Mark before the Opening Date without our express written consent, then in addition to our remedies under Section 11, you will begin paying the Royalty to us, as specified in Section 7.1, from the date you identify or operate the Facility using the Mark. We may delay the Opening Date until you pay the Royalty accruing under this Section.

1.3 Improvement Plans.

(a) Prototype Plans Renovation. If the PIP requires you to renovate the Facility in accordance with our Prototype Plans (or you elect to receive the Prototype Plans), you will be required to electronically designate an architect who must electronically accept the Prototype Plans Agreement. Within 15 days after we electronically receive the signed Prototype Plans Agreement, we will deliver to your architect a complete set of our Prototype Plans. Your architect and you will create construction documents (including a project manual and working drawings) for renovation of the Facility based upon the Prototype Plans, System Standards and this Agreement so that it conforms as closely as possible to the Prototype Plans and System Standards, and then submit them for our approval before starting demolition and improvement of the Location.

(b) Generally. You will create plans and specifications for the work described in Section 1.1 of this Schedule D (based upon System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of your Facility. Our review does not cover technical, architectural or engineering factors relating to the existing structure at the Location, the validity of conversion given the existing structure, or compliance with federal, state or local laws, regulations or code requirements, for which your architect is responsible. You must allow for 10 days of our review each time you submit plans to us. We will not be liable to your lenders, contractors, employees, guests, others, or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after the renovation. Any material variation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during renovation of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design items from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently $6,000. This fee will be assessed for our review of custom interior design drawings which you must submit to us to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request.

(c) Deviation from Approved Plans. We may inspect the work while in progress without prior notice. We may direct you to change the work in progress if it deviates from the Approved Plans

or System Standards and may terminate this Agreement if you fail to comply with any such direction. If you encounter unexpected issues with demolition, renovation, reconstruction or refurbishment of the existing structure which make continuation of the project using the Approved Plans not commercially feasible, you must notify us immediately and provide a complete written report on the matter, including any proposal to modify the Approved Plans you believe is appropriate together with your estimate of the projected costs of meeting the Approved Plans. We will evaluate the report, your proposal and the situation and respond within 30 days to any request to vary the Approved Plans, or provide suggestions for resolving the issues in such a manner as will be acceptable to us. Neither party shall terminate this Agreement unless and until such notice is given and the 30-day period shall have elapsed without agreement on modifying the Approved Plans. If either party then decides to terminate this Agreement, you will pay, if then not paid, and we will retain, the full Initial Fee. Provided that we determine in our reasonable discretion that continuation of the project using the Approved Plans or any modification of the Approved Plans is not commercially feasible, then Liquidated Damages shall not be owed.

2. ONBOARDING AND MANDATORY SERVICES AND FEES.

2.1 Onboarding Services. We will provide training through various on-line courses on subjects such as quality assurance, housekeeping, preventative maintenance, customer service, and the request for proposal process. A member of our field team will also assist with property operations topics including Systems Standards and use of the Chain's intranet site. These onboarding services are provided as part of the Initial Fee required in Section 6.

2.2 Mandatory Support Services and Fees. We will arrange to have our preferred photography provider take digital photographs of the Facility in accordance with System Standards for use on our Chain Websites, third party travel websites and various marketing media and such photographs will be owned by us. You will pay $2,750 for the required photo package, plus $225 for each additional room type that must be photographed. We will provide training for your general manager as set forth in Section 4.1 of the Agreement if he/she attends the training by the deadline set forth in Section 4.1. The tuition for this mandatory training program is currently $2,250. We will provide training for your staff at your Facility. This training is conducted on site at your Facility, must be completed within 90 days, and depending on your room count will last between 1- 5 days. The tuition and facilitator costs for this training are included in your Continuing Education Fee. If you have not previously owned a Chain facility or any hotel licensed by one of our affiliates, and are required to complete an architectural PIP, we may require you to participate in owner training. There is no fee for the first attendee of the program, which may run for up to 3 days at a location we designate. You may choose to send additional attendees for a charge of $1,000 each. You are also responsible for facilitator, or your, travel, lodging and meal expense for owner training. We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team is $4,000 per year.

3. DEFINITIONS.

Opening Date means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

Prototype Plans means the prototype documents reflecting the overall design intent, FF&E, and color schemes for a Chain Facility that we deliver to you after the Effective Date.

Prototype Plans Agreement means the agreement that your designated architect will execute in order to receive a copy of the Prototype Plans.

SCHEDULE D
ADDENDUM FOR CONVERSION FACILITIES

[Property Improvement Plan Attached]

SCHEDULE D
ADDENDUM FOR NEW CONSTRUCTION FACILITIES

This Addendum applies if you are constructing a new Chain Facility.

1. YOUR IMPROVEMENT OBLIGATION.

1.1 Generally. You must select and acquire the Location and acquire, design, construct, equip and supply the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or a ground lease of the Location by the earlier to occur of (a) 30 days after the Effective Date or (b) the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must commence construction of the Facility no later than 12 months after the Effective Date, and complete construction and properly deliver the Certification as described in subsection 1.3 of this Schedule no later than 24 months from the Effective Date. Construction commences, for purposes of this Schedule, when all of the following occur: (x) we approve a site plan, completed working drawings and detail specifications for the Facility; (y) governmental permits are issued to commence foundation construction; and (z) you commence pouring concrete for building footings. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All construction must comply with System Standards, any Approved Plans, and this Agreement. Your general contractor or you must carry the insurance required under this Agreement during construction.

1.2 Pre-Opening. We may, in our sole discretion, terminate this Agreement by written notice to you (subject to applicable law) if you do not meet the deadlines above. If we choose to grant an extension of any deadlines, including the Facility's Opening Date, you must pay an extension fee of $10,000. The extension fee is due within ten days of the Facility's Opening Date. You must also pay us the Reinspection Fee described in Section 3.7 if the Facility fails the inspection you designate as the completion inspection, does not meet our Standards or conform to the Approved Plans, and our representatives must return to the Facility to inspect it. In limited circumstances, you may identify the Facility as a Chain Facility prior to the Opening Date, or commence operation of the Facility under a Mark and using the System, only after first obtaining our prior written approval, but in no event before the Facility passes our completion inspection, at which we determine that the Facility as built meets our System Standards, and we receive from you and your architect or contractor the Certification described in subsection 1.3 below. If you identify the Facility as a Chain Facility or operate the Facility under a Mark before the Opening Date without our express written consent, then in addition to our remedies under Section 11, you will begin paying the Royalty to us, as specified in Section 7.1, from the date you identify or operate the Facility using the Mark. We may delay the Opening Date until you pay the Royalty accruing under this Section.

1.3 ADA Certification. Your architect must certify to us and to you that the Facility's plans and specifications comply with the design requirements of the Americans with Disabilities Act ("ADA"), the Department of Justice Standards for Accessible Design ("ADA Standards") under the ADA, and all codes that apply using the ADA Certification Form for New Construction (Pre-Construction) in Exhibit A. Before we authorize you to open the Facility, you must complete and submit the ADA Certification Form for New Construction (Post-Construction) attached as Exhibit B (Exhibits A and B, collectively, the "Certification"). You must complete the Certification per their instructions and submit to us only after they have been signed by your general contractor, your architect of record or a consulting architect you hire for the Certification. If you cannot obtain the signature of the contractor or such an architect for the Certification, you must sign the Franchisee's Certification of Compliance on the signature page of the Certification. If we determine that the Certification has not been properly completed, or if we have actual knowledge (not constructive or implied knowledge) that the signatures on the Certification are false or fraudulent, we will return the Certification to you with written notice that we will not permit you to open the Facility for business under the System until we receive a properly completed Certification. We may terminate this Agreement under Section 11 if you do not submit the Certification properly completed before you open the Facility under the System, you fail to meet the deadline for completing the Facility specified in this Schedule because you do not submit a properly completed Certification, or if you submit a false or fraudulent Certification. We will delay the Opening Date until you submit the properly completed Certification. We shall not be liable to you or any third party if the Certification is improperly completed or the Facility is not built or operated in compliance with ADA.

1.4 Improvement Plans.

(a) Prototype Plans. We will provide your designated architect with a set of "Prototype Plans" for the construction, renovation or furnishing of the Facility, which your architect can use for creating the construction documents. To receive the Prototype Plans, you will be required to electronically designate an architect who must electronically accept the Prototype Plans Agreement. Within 15 days after we electronically receive the signed Prototype Plans Agreement, we will deliver to your architect a complete set of our Prototype Plans. Your architect and you will create construction documents (including a project manual and working drawings) for construction of the Facility based upon the Prototype Plans, System Standards and this Agreement so that it conforms as closely as possible to the Prototype Plans and System Standards, and then submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and construction of your Facility. We will provide review of both preliminary and final plans for construction of the Facility and up to two site visits from our Hotel Integration Team to ensure compliance with System Standards as the project is constructed. Our review does not cover technical, architectural or engineering factors relating to the Location, or compliance with federal, state or local laws, regulations or code requirements, including without limitation, compliance with the ADA, for which your architect is responsible. You must allow for 10 days of review each time you submit plans to us. We will not be liable to your lenders, contractors, employees, guests, others, or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility, before during or after construction or any

subsequent renovation. Any material violation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during construction of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design items from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently $6,000. This fee will be assessed for our review of custom interior design drawings which you must submit to us to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request.

(b) Construction Costs. Before we authorize you to open the Facility, we may request that you furnish us with information about the construction costs of the Facility by providing a copy of your contractor's application for payment on AIA form G702 and G703 or other documentation reasonably acceptable to us. We will use this information, along with similar information obtained from other franchisees, to more accurately project the cost of developing new construction Facilities in the United States, which we are required to disclose in our Franchise Disclosure Document for new franchisees. We will not disclose outside of our organization or our consultants any information you give to us in a manner which would enable other franchisees or persons to determine your costs for constructing your Facility.

(c) Deviation from Approved Plans. We may inspect the work while in progress without prior notice. We may direct you to change the work in progress if it deviates from the Approved Plans or System Standards and may terminate this Agreement if you fail to comply with any such direction. If you encounter unexpected issues with demolition, renovation, reconstruction or refurbishment of the existing structure which make continuation of the project using the Approved Plans commercially infeasible, you must notify us immediately and provide a complete written report on the matter, including any proposal to modify the Approved Plans you believe is appropriate together with your estimate of the projected costs of meeting the Approved Plans. We will evaluate the report, your proposal and the situation and respond within 30 days to any request to vary the Approved Plans, or provide suggestions for resolving the issues in such a manner as will be acceptable to us. Neither party shall terminate this Agreement unless and until such notice is given and the 30-day period shall have elapsed without agreement on modifying the Approved Plans. If either party then decides to terminate this Agreement, you will pay, if then not paid, and we will retain, the full Initial Fee. Provided that we determine in our reasonable discretion that continuation of the project using the Approved Plans or any modification of the Approved Plans is not commercially feasible, then Liquidated Damages shall not be owed.

2. ONBOARDING AND MANDATORY SUPPORT SERVICES AND FEES.

2.1 Onboarding Services.

We will provide training through various on-line courses on subjects such as quality assurance, housekeeping, preventative maintenance, customer service, and the request for proposal process.

A member of our field team will also assist with property operations topics including Systems Standards and use of the Chain's intranet site. These onboarding services are provided as part of the Initial Fee required in Section 6.

2.2 Mandatory Support Services and Fees. We will arrange for our preferred photography provider to take digital photographs of the Facility in accordance with System Standards for use on our Chain Websites, third party travel websites and various marketing media and such photographs will be owned by us. You will pay $2,750 for the required photo package, plus $225 for each additional room type that must be photographed. We will provide general manager certification training for your general manager as set forth in Section 4.1 of the Agreement if he/she completes the training by the deadline set forth in Section 4.1. The tuition for this mandatory training program is currently $2,250. We will provide Opening Training for your staff at your Facility. This training is conducted on site at your Facility, must be completed within 90 days, and depending on your room count will last between 1- 5 days. The tuition and facilitator costs for this training is included in your Continuing Education Fee. We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team is $4,000 per year. You are also responsible for facilitator, or your, travel, lodging and meal expense for trainings.

3. DEFINITIONS.

Opening Date means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

Prototype Plans means the prototype documents reflecting the overall design intent, FF&E, and color schemes for a Chain Facility that we deliver to you after the Effective Date.

Prototype Plans Agreement means the agreement that your designated architect will execute in order to receive a copy of the Prototype Plans.

INSTRUCTIONS

New construction projects whose last application for a building permit or permit extension is certified to be complete by a state, county, or local government (or, in those jurisdictions where the government does not certify completion of applications, the date when the last application for a building permit or permit extension is received by the state, county, or local government) on or after March 15, 2012 must comply with the ADA standards published on September 15, 2010 (28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D). Thus, for projects that fall within this category, owners must use Exhibit A at the pre-construction stage and Exhibit B at the post-construction stage.

EXHIBIT A

ADA CERTIFICATION FORM FOR NEW CONSTRUCTION (PRE-CONSTRUCTION)

In connection with the project identified as: _____

To the best of my professional knowledge, information and belief, I hereby state the following:

1. I have professional experience applying the requirements of the Americans with Disabilities Act (ADA) and the 2010 Standards at 28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D.

2. I have reviewed the plans (including architectural interior design plans if they are available prior to construction).

3. The plans comply with the 2010 Standards.

4. I have specifically determined that the plans provide:

    a. The number of accessible car and van-accessible parking spaces required by the 2010 Standards (if parking facilities are to be provided);

    b. The number of accessible rooms with features for guests with mobility disabilities (including the required number of accessible rooms with roll-in showers) and the number of accessible rooms with communications features for guests who are deaf or hard of hearing required under 2010 Standards.

    c. An inventory of accessible rooms with mobility features and communications features for guests with hearing impairments that is dispersed among the various room types offered to the public as required by the 2010 Standards.

    Sign: _____

    Print Name: _____

    Firm: _____

    Date: _____

EXHIBIT B

ADA CERTIFICATION FORM FOR NEW CONSTRUCTION (POST-CONSTRUCTION)

1. I have professional experience applying the requirements of the Americans with Disabilities Act (ADA) and the 2010 Standards at 28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D.

2. I have inspected all areas of the hotel that are open to the public (including accessible guest rooms), and they comply with the 2010 Standards.

3. I have specifically determined that the hotel, as constructed, provides:

a. The number of accessible car and van-accessible parking spaces required by the 2010 Standards (if parking facilities are to be provided);

b. The number of accessible rooms with features for guests with mobility disabilities (including the required number of accessible rooms with roll-in showers) and the number of accessible rooms with communications features for guests who are deaf or hard of hearing required under the 2010 Standards.

c. An inventory of accessible rooms with mobility features and communications features for guests with hearing impairments that is dispersed among the various room types offered to the public as required by the 2010 Standards.

Sign: _____

Print Name: _____

Firm: _____

Date: _____

SCHEDULE D
ADDENDUM FOR TRANSFER FACILITIES

This Addendum applies if you are the transferee of an existing Chain Facility.

1. TRANSFER AND ASSUMPTION.

1.1 This Addendum is for the transfer of an existing Chain Facility at the Location first granted to _____ ("Prior Franchisee"), in a Franchise Agreement with us dated _____ (the "Prior Agreement"). You assume and obligate yourself to perform any and all of the obligations (financial and otherwise) of the Prior Franchisee under the Prior Agreement that are not paid or performed as of the Effective Date, including without limitation, the obligation to pay any unpaid Royalties, Marketing & Global Sales Fees or other amounts due to us and to correct any uncured defaults, except as may be expressly superseded by this Agreement. You acknowledge that we may require you or your staff to complete training on the use of a property management or similar computer system and software for accessing the Reservation System and pay our then-current fees for such training.

2. YOUR IMPROVEMENT OBLIGATION.

2.1 Generally. You must acquire the Location and acquire, equip and supply the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or lease the Facility by the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must begin renovation of the Facility no later than 30 days after the Effective Date. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. We will conduct an initial inspection of the Facility, develop a PIP needed to meet System Standards, recommend vendors for equipment and supplies and conduct one follow-up inspection. You will pay a "PIP Fee" of $2,500 for this service. All renovations must comply with System Standards, any Approved Plans, this Agreement and the PIP. Your general contractor or you must carry the insurance required under this Agreement during renovation. The deadline for completing the Improvement Obligation shall be as specified on any PIP attached to this Agreement, but is otherwise 90 days from the Effective Date. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if you do not commence or complete the improvement of the Facility by the dates specified in the PIP or otherwise and you fail to do so within five days after we send you written notice of default. We may visit the Facility to confirm that you completed your PIP. If you completed your PIP to our satisfaction by the time specified in the PIP, we will not charge you an additional fee for that inspection visit. If, however, you fail to complete any Improvement Obligation by the dates specified in the PIP or otherwise and our representatives must return to the Facility to re-inspect it, then you must pay the PIP Reinspection Fee. If you have completed the PIP to our satisfaction during our re-inspection, we will refund the difference between the PIP Reinspection Fee and the standard Reinspection Fee. We reserve the right to charge the PIP Reinspection Fee for any subsequent inspection until you have completed the Improvement Obligation.

_____ [If the Facility was in quality assurance default immediately before the Effective Date of the transfer, add the following to the end of Section 2.1:]

You and we acknowledge that Prior Franchisee received one or more notices of default from us before the Effective Date regarding the Facility's failure to meet System Standards. Prior Franchisee did not cure the default before the Effective Date. We have approved the application you submitted to us and have entered into this Agreement in reliance upon your promise and undertaking to complete the Improvement Obligation, including the renovations, operational changes, repairs, refurbishment, replacements, and capital improvements necessary to conform the Facility to System Standards as detailed on the PIP attached to this Agreement. You must erect a barrier or place signage acceptable to us to exclude Chain guests from any areas under renovation or construction while completing the Improvement Obligation. We may require you to remove, cease display or use, or completely obscure all signage and other items bearing any Marks until the Facility meets System Standards in our discretion. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if you continue to display the Marks and identify the Facility as a Chain Facility five days after we send you written notice that you have failed to complete the Improvement Obligation by the date specified in the PIP or otherwise.

2.2 Improvement Plans. You will create plans and specifications for the work described in Section 2.1 of this Schedule D (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of your Facility. Our review does not cover technical, architectural or engineering factors relating to the existing structure at the Location, or compliance with federal, state or local laws, regulations or code requirements, for which your architect is responsible. You must allow for 10 days of our review each time you submit plans to us. We will not be liable to your lenders, contractors, employees, guests, others or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during renovation of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently $6,000. This fee will be assessed for our review of custom interior design drawings with you must submit to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

2.3 Identification of Facility. You may continue to identify and operate the Facility as part of the System while you perform the Improvement Obligation, if any.

3. MANDATORY SERVICES AND FEES.

3.1 Mandatory Service and Support Fee. We will provide training for your general manager as set forth in Section 4.1 of the Agreement if he/she attends the training by the deadline set forth in Section 4.1. The tuition for the mandatory training is currently $2,250. We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team is $4,000 per year.

4. DEFINITIONS.

Effective Date means the date that you first take possession of the Facility, even if you sign this Agreement after the date you first take possession of the Facility.

Opening Date means the date as of which we authorize you to open the Facility for business identified by the Marks and using the System, even if you sign this Agreement after that date. Unless we require that you close the Facility to perform any pre-opening Improvement Obligation, the Opening Date is the Effective Date.

SCHEDULE D
ADDENDUM FOR TRANSFER FACILITIES

[Property Improvement Plan Attached]

SCHEDULE D
ADDENDUM FOR RENEWAL FACILITIES

This Addendum applies if you are renewing the franchise for an existing Chain Facility by entering into a new Franchise Agreement.

1. CONTINUING OBLIGATION.

1.1 This Addendum is for the renewal of the Franchise for an existing Chain Facility first granted to you in a Franchise Agreement dated _____ (the "Prior Agreement"). You must perform any and all of your obligations (financial and otherwise) under the Prior Agreement remaining as of the date of this Agreement and correct any uncured defaults, except as may be expressly superseded by this Agreement. If the Facility's general manager has not completed our Hospitality Management Program during the eight years immediately preceding the Effective Date, then he/she will be required to participate as set forth in Section 4.1.1 and pay the current fee of $2,250.

2. YOUR IMPROVEMENT OBLIGATION.

2.1 Generally. We will conduct an initial inspection of the Facility, develop a PIP needed to meet System Standards, recommend vendors for equipment and supplies and conduct one follow-up inspection. You will pay a PIP Fee of $2,500 for this service. You must renovate and improve the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or lease the Facility by the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must begin renovation of the Facility no later than 30 days after the Effective Date. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All renovations must comply with System Standards, this Agreement and the PIP. Your general contractor or you must carry the insurance required under this Agreement during renovation. The deadline for completing the Improvement Obligation shall be as specified on any PIP attached to this Agreement, but is otherwise 90 days from the Effective Date. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if you do not commence or complete the improvement of the Facility by the dates specified in the PIP or otherwise and you fail to do so within five days after we send you written notice of default. You must also pay us the Reinspection Fee described in Section 3.7 if you fail to complete any Improvement Obligation by the deadline established in the PIP or otherwise and our representatives must return to the Facility to inspect it. We may visit the Facility to confirm that you completed your PIP. If you completed your PIP to our satisfaction by the time specified in the PIP, we will not charge you an additional fee for that inspection visit. If, however, you fail to complete any Improvement Obligation by the dates specified in the PIP or otherwise and our representatives must return to the Facility to re-inspect it, then you must pay the PIP Reinspection Fee. If you have completed the PIP to our satisfaction during our re-inspection, we will refund the difference between the PIP Reinspection Fee and the standard Reinspection Fee. We reserve the right to charge the PIP Reinspection Fee for any subsequent inspection until you have completed the Improvement Obligation.

2.2 Improvement Plans. You will create plans and specifications for the work described in Section 2.1 of this Schedule D (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of your Facility. Our review does not cover technical, architectural or engineering factors relating to the existing structure at the Location, or compliance with federal, state or local laws, regulations or code requirements, for which your architect is responsible. You must allow for 10 days of our review each time you submit Plans to us. We will not be liable to your lenders, contractors, employees, guests, others or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during renovation of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently $6,000. This fee will be assessed for our review of custom interior design drawings with you must submit to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

2.3 Identification of Facility. You may continue to identify and operate the Facility as part of the System while you perform the Improvement Obligation, if any.

3. MANDATORY SUPPORT SERVICES AND FEES

3.1 Mandatory Services. We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team is $4,000 per year.

4. DEFINITIONS.

Opening Date has the same meaning as Effective Date.

SCHEDULE D
ADDENDUM FOR RENEWAL FACILITIES

[Property Improvement Plan Attached.]

SCHEDULE E

MANAGEMENT COMPANY RIDER
To Franchise Agreement Dated _____, 20__
Between Wyndham Franchisor, LLC ("Franchisor") and
[__] ("Franchisee")

_____ ("Management Company") has entered into a Management Agreement with Franchisee, under the terms of which Management Company will operate the Wyndham Garden Chain Facility located at _____ (the "Facility") under and subject to the terms and conditions of the Franchise Agreement identified above.

In consideration of being permitted to operate the Facility, Management Company hereby acknowledges and ratifies the terms and conditions of the Franchise Agreement and agrees to fully observe and be bound by all terms, conditions and restrictions regarding the management and operation of the Facility set forth in the Franchise Agreement as if and as though Management Company had executed the Franchise Agreement as "Franchisee" for as long as Management Company operates the Facility; provided, however, that the foregoing does not constitute an agreement of the Management Company to pay or assume any financial obligation of Franchisee to Franchisor or to any third party. Management Company further agrees to be bound by the confidentiality covenants set forth in Section 15 of the Franchise Agreement (including all remedies available to Franchisor under the Franchise Agreement for breach thereof) during and subsequent to its tenure as manager and operator of the Facility. Additionally, Management Company will give Franchisor written notice that the management agreement has been terminated at least ninety (90) days' in advance of Facility turnover unless Termination is due to extraordinary circumstances that cause a shorter time frame before turnover to the successor management company for the Facility.

Management Company agrees that Franchisor may enforce directly against Management Company those terms and conditions of the Franchise Agreement to which Management Company has hereby agreed to be bound. The prevailing party in any cause of action brought in connection with this Management Company Rider (including, without limitation, any action for declaratory or equitable relief) shall be entitled to recover from the non-prevailing party reasonable attorney's fees, expenses and costs of suit incurred by the prevailing party in such action.

MANAGEMENT COMPANY:

_____

a _____

_____

By:_____

Name:_____

Title:_____

Unit No.:_____

GUARANTY

To induce Wyndham Franchisor, LLC, its successors, assigns and affiliates ("you") to sign the franchise agreement with the party named as the "Franchisee" (the "Franchise Agreement") to which this Guaranty is attached pertaining to the Unit indicated above, and the ancillary agreements to the Franchise Agreement (such ancillary agreements and the Franchise Agreement, collectively, the "Agreements") the undersigned, jointly and severally ("we, "our" or "us"), irrevocably and unconditionally (i) warrant to you that Franchisee's representations and warranties in the Agreements are true and correct as stated, and (ii) guaranty that Franchisee's obligations under the Agreements, including any amendments, will be punctually paid and performed.

Upon default by Franchisee and notice from you we will immediately make each payment and perform or cause Franchisee to perform each unpaid or unperformed obligation of Franchisee under the Agreements. Without affecting our obligations under this Guaranty, without notice to us, you may extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. We waive notice of amendment of the Agreements. We acknowledge that the provisions of Section 17 of the Franchise Agreement, including Remedies, Venue, Dispute Resolution, and WAIVER OF JURY TRIAL, apply to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Franchise Agreement.

GUARANTORS:

_____
Name:_____
Address:_____

_____
Name:_____
Address:_____

Unit No.: _____

INITIAL FEE NOTE

$_____ Parsippany, New Jersey
Date:_____

FOR VALUE RECEIVED, the undersigned, _____, a _____ ("Maker"), and _____, _____, and_____, (each a "Co-Maker" and, collectively, the "Co-Makers") promise to pay to the order of _____, a _____ ("Holder"), the principal sum of _____ ($_____), which amount shall bear no interest unless Maker and Co-Makers default or this Note is accelerated. The principal amount will be payable in one installment due on the earlier to occur of _____, 20___, or on the Opening Date of the Facility, as both terms are defined in the Franchise Agreement (as defined below). If this Note is not paid within ten (10) days after it is due, the outstanding principal balance shall bear simple interest at a rate equal to the lesser of eighteen (18%) percent per annum or the highest rate allowed by applicable law from its due date until paid. The outstanding principal balance of this Note shall be payable in lawful money of the United States of America at 22 Sylvan Way, Parsippany, New Jersey 07054, or at such other place as Holder may direct by written notice to Maker.

If a Termination of the Franchise Agreement occurs for any reason, or Maker defaults under the Franchise Agreement and fails to cure the default within the time permitted under the Franchise Agreement, if any, or any other event occurs that permits Holder to terminate the Franchise Agreement as provided in Section 11.2, or a Transfer occurs, the outstanding principal balance of this Note shall be due and payable immediately without further notice, demand, or presentment. Any payments shall be first applied to any accrued interest and then to principal. Maker and each Co-Maker have the right to prepay this Note, in whole or in part, at any time, without premium or penalty. Prepayments of principal will be applied without notation on this Note.

This Note is issued pursuant to the franchise agreement between Holder and Maker (the "Franchise Agreement") and guaranteed by each Co-Maker for the operation of a _____ System facility located, or to be located at _____, and identified by the Unit number above (the "Facility"). All terms not defined herein shall have the same definition as in the Franchise Agreement. Maker's and each Co-Maker's obligation to pay this Note shall be absolute and unconditional, and all payments shall be made without setoff, deduction, offset, recoupment, or counterclaim.

If this Note is collected by or through an attorney-at-law, the Holder shall be entitled to collect reasonable attorneys' fees and all costs of collection. This Note is issued in and shall be governed and construed according to the laws of the State of New Jersey (without the application of conflict of laws principles). Each maker, co-maker, endorser, guarantor, or accommodation party liable for this Note waives presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor, and diligence in collection. Holder reserves the right to modify the terms of this instrument, grant extensions, novations, renewals, releases, discharges, compositions, and compromises with any party liable under this Note, with or without any notice to or the consent of, and without discharging or affecting the obligations of any other party liable under this Note.

The terms "Holder," "Maker," and "Co-Maker" shall be deemed to include their respective heirs, successors, legal representatives, and assigns, whether by voluntary action of the parties or by operation of law. All references to "Maker" and "Co-Maker" shall mean and include the named Maker, Co-Maker(s), and all guarantors, sureties and accommodation parties signing or endorsing this Note, each of whom shall be jointly, severally and primarily liable as the maker of this Note.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the date first above written.

ATTEST:

_____

MAKER:

_____
Name: _____
Title: _____

CO-MAKERS:

WITNESS:

_____

_____
Name: _____

WITNESS:

_____

_____
Name: _____

Unit No.: _____

DEVELOPMENT INCENTIVE NOTE*

$_____ Parsippany, New Jersey
Date:_____

FOR VALUE RECEIVED, the undersigned, _____, a _____ ("Maker"), and _____, and _____ (each a "Co-Maker" and jointly, the "Co-Makers") promise to pay to the order of _____, a _____ ("Holder"), the principal sum of _____ ($_____), which amount shall bear no interest unless this Note is accelerated. The principal amount will be disbursed by Holder to Maker, and Maker and Co-Makers will become subject to the obligation to repay or discharge this Note, when and if all of the conditions for disbursement set forth in the Franchise Agreement (as defined below) have been met.

Maker will become subject to the obligation to repay or discharge this Note upon receipt of any portion of the principal amount. On each anniversary of the Facility's Opening Date, one - ___ of the original principal amount will be forgiven without payment. Maker's obligation to repay the principal of this Note will cease and this Note will be canceled and discharged when the principal is completely forgiven.

This Note shall be accelerated upon any of the following events (each, an "Accelerating Event"): (i) a Termination of the Franchise Agreement occurs for any reason; (ii) a Transfer occurs and the transferee does not assume Maker's obligation under this Note in a writing acceptable to Holder prior to the closing of the Transfer; (iii) the Maker loses ownership or possession or the right to possession of the Facility, or otherwise loses the right to conduct the franchised business at the Facility, whether by foreclosure, deed in lieu of foreclosure, the exercise of the secured party's rights against any pledge of Franchisee's or any parent entity's equity securities, or otherwise; or (iv) if any proceeding for the appointment of a receiver or other custodian for, or seeking marshaling or composition of or for, Maker's business or assets is filed in any court of competent jurisdiction, or otherwise commenced in accordance with legal requirements, and is not dismissed within ninety (90) days. If such an Accelerating Event occurs, the outstanding, unamortized principal balance of this Note shall be immediately due and payable without further notice, demand, or presentment. Any payments shall be first applied to any accrued interest and then to principal. Maker and each Co-Maker have the right to prepay this Note, in whole or in part, at any time, without premium or penalty. Prepayments of principal will be applied without notation on this Note.

If this Note is accelerated and is not paid in full within ten (10) days after it is due, the outstanding principal balance shall bear simple interest at a rate equal to the lesser of eighteen (18%) percent per annum and the highest rate allowed by applicable law from its due date until paid. The outstanding principal balance of this Note shall be payable in lawful money of the United States

* If a Co-Maker is a resident of community property state or certain other states, his or her spouse also must sign the Note as a co-maker.

of America at 22 Sylvan Way, Parsippany, New Jersey 07054, or at such other place as Holder may direct by written notice to Maker.

This Note is issued pursuant to the franchise agreement between Holder and Maker, and guaranteed by each Co-Maker (the "Franchise Agreement") for the operation of a _____ System facility located, or to be located, at _____, and identified by the Unit number indicated above (the "Facility"). All terms not defined in this Note shall have the same definition as in the Franchise Agreement. If the Franchise Agreement terminates before the Facility opens and Holder has not disbursed any portion of the Development Incentive to Maker, or if Maker fails to meet the conditions for disbursement set forth in the Franchise Agreement, then this Note will be deemed discharged and neither party will have any further obligation to the other under this instrument. Maker's and each Co-Maker's obligation to pay this Note shall be absolute and unconditional, and all payments shall be made without setoff, deduction, offset, recoupment, or counterclaim.

If this Note is collected by or through an attorney at law, the Holder shall be entitled to collect reasonable attorney's fees and all costs of collection. This Note is issued in and shall be governed and construed according to the laws of the State of New Jersey (without the application of conflict of laws principles). Each maker, co-maker, endorser, guarantor, or accommodation party liable for this Note waives presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection. Holder reserves the right to modify the terms of this instrument, grant extensions, novations, renewals, releases, discharges, compositions, and compromises with any party liable on this Note, with or without notice to or the consent of, or discharging or affecting the obligations of any other party liable under this instrument.

The terms "Holder," "Maker," and "Co-Maker" shall be deemed to include their respective heirs, successors, legal representatives, and assigns, whether by voluntary action of the parties or by operation of law. All references to "Maker" and "Co-Maker" shall mean and include the named Maker, Co-Makers, and all guarantors, sureties and accommodation parties signing or endorsing this Note.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the date first above written.

ATTEST:

_____

MAKER:

_____
Name: _____
Title: _____

CO-MAKERS:

WITNESS:

_____

_____
Name: _____

WITNESS:

_____

_____
Name: _____

Unit No.: _____

TO BE USED BY A TRANSFEREE TO ASSUME THE UNAMORTIZED BALANCE OF THE NOTE.

ASSUMPTION OF DEVELOPMENT INCENTIVE NOTE*

FOR VALUE RECEIVED, the undersigned Assignee and the owners of Assignee ("Assignee Principals") jointly and severally assume and undertake to pay when due the outstanding principal amount and accrued interest, if any, of that certain Development Incentive Note, dated _____, originally made by _____ in the original principal amount of $ _____ (the "Note"), in accordance with the terms of the Note, a copy of which is attached to this instrument. All terms not defined in this instrument shall have the same definition as in the Franchise Agreement or the Note, as applicable. The undersigned intend for Holder, its successors, and assigns to rely on this instrument to approve and authorize the transfer of the _____ "Facility" located at _____ and known by the Unit Number indicated above to the undersigned Assignee. The undersigned have obtained information on the outstanding principal amount of the Note from the Prior Owner, the present franchisee of the Facility, satisfactory to the undersigned and represent to Holder that the undersigned will benefit from the assumption of the Note.

The undersigned waive presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection of the Note and any prior or subsequent assumptions or transfers of the Note. Holder reserves the right to modify the terms of the Note, grant extensions, renewals, releases, discharges, compositions, and compromises with any party liable on this Note, with or without notice to or the consent of, or discharging or affecting the obligations of any other party liable under the Note and any prior or subsequent assumptions or transfers of the Note.

Each of the undersigned shall be deemed a Maker of the Note, as defined therein.

[Remainder of Page Intentionally Left Blank]

*If an Assignee Principal is a resident of community property state or certain other states, his or her spouse also must sign the Note and shall be deemed a Co-Maker of the Note.

IN WITNESS WHEREOF, the undersigned have executed and delivered this instrument effective as of the date that the transfer of the Facility to the undersigned is effective.

ASSIGNEE:_____
_____, a _____

By_____
Name:_____
Title:_____

ASSIGNEE PRINCIPALS:

_____
Name: _____
Individually, as Co-Maker

_____
Name:_____
Individually, as Co-Maker

Location: _____
Unit No.: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is made and entered into as of _____, 20__ by and among _____, a ____ ("Assignor"), _____, a _____ ("Assignee"), and _____, a _____ ("Company").

Recitals. Assignor is the "Franchisee" under a franchise agreement, dated as of _____, 20___(the "Franchise Agreement") and certain related ancillary agreements with Company or its affiliates. The Franchise Agreement, along with all amendments and the ancillary agreements, will be referred to, collectively, as the "Primary Agreements." The Franchise Agreement is attached to this Agreement as Exhibit A and relates to the granting of a _____ franchise for a lodging facility designated as Unit No. _____ (the "Facility") located at _____. Assignor is conveying the Facility to Assignee. Assignor desires to assign the Primary Agreements to Assignee, which desires to assume and accept the rights and obligations under the Primary Agreements, effective as of the date of this Agreement. Capitalized terms not defined in this Agreement have the meanings given to them in the Franchise Agreement.

IN CONSIDERATION of the mutual promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. Assignor assigns, transfers, bargains, sells, and delegates to Assignee all of its rights, title, and interest in and to the Primary Agreements and its obligations existing and arising in the future under the Primary Agreements.

2. Assignee accepts and assumes the rights, benefits and obligations of Assignor under the Primary Agreements, effective as of the date of this Agreement, including all existing and future obligations to pay and perform under the Primary Agreements. Assignor shall remain secondarily liable for payment of and performance under the Primary Agreements. The owners of Assignee have executed the Guaranty attached to this Agreement as Appendix A.

3. To induce Company to consent to this Agreement and the assignment of the Primary Agreements, as of the effective date of this Agreement, Assignee adopts and makes to Company the representations and warranties of Assignor, as Franchisee, set forth in Section 14 of the Franchise Agreement. As of the effective date of this Agreement, Assignee is the owner of fee simple title to the Facility or is otherwise entitled to possession of the Facility for the remainder of the Term of the Franchise Agreement. Assignee's owners are shown on Exhibit B attached to this Agreement, which amends Schedule B of the Franchise Agreement.

4. Assignee will deliver, together with this Agreement, evidence of insurance meeting System Standards, as contemplated under the Franchise Agreement and the System Standards.

5. This Agreement shall be deemed a supplement to and modification of the Primary Agreements, as previously modified by any prior amendments and addenda and this Agreement.

Except as expressly stated in this Agreement, no further supplements to or modifications of the Primary Agreements are contemplated by the parties. There are no oral or other written arrangements between Company and Assignor except as expressly stated in the Primary Agreements and any written amendment or addendum thereto. The Primary Agreements, as previously modified, are incorporated by this reference and have been provided by Assignor to Assignee.

6. Assignor and Assignee acknowledge that Company has not participated in the negotiation or documentation of the transfer transaction between the Assignor and Assignee, and that Company has not made any representation or warranty nor furnished any information to either party. Assignee waives any and all claims against Company, its affiliates, and their respective officers, directors, shareholders, affiliated corporations, employees, and agents, arising out of the transfer of the Facility. Assignee expressly acknowledges that Company was not a participant in such transaction and that Company has no liability in connection with such transaction. Assignee acknowledges that it has made all investigation of Assignor and the Facility as it believes appropriate.

7. Any notice required under the Primary Agreements to be sent to Assignee shall be directed to:

ASSIGNEE:

Name:_____
Street:_____
City, State & Zip:_____
Attention:_____
Email address: _____

In addition, upon execution of this Agreement, Assignor will provide Company, in writing, with its address, telephone number, and email address for any notices relating to the Primary Agreements that may be sent following the date of this Agreement. Assignor consents to receive such electronic mail from Company.

8. Subject to the terms of this Agreement, Company consents to the assignment and assumption of the Primary Agreements as provided in this Agreement. No waivers of performance or extensions of time to perform are granted or authorized. Company will treat Assignee as the "Franchisee" under the Primary Agreements. The rights of Assignor to the Franchise under Section 1 of the Franchise Agreement or to any rights licensed to Assignor under any of the Primary Agreements will be terminated effective as of the date of this Agreement.

9. Assignee agrees that, notwithstanding anything to the contrary in the Primary Agreements, it will report and pay to Company all Recurring Fees and other fees and charges due under the Primary Agreements online via Company's self-service Electronic Invoice Presentment and Payment tool accessible through Company's Chain intranet, or such other method as Company may designate. Company reserves the right to change or direct, from time to time, the technologies or other means for reporting and paying fees by amending System Standards or upon written notice to Assignee.

10. **[INSERT If there is a Development Incentive Note]** Assignee and its owners (and their respective spouses, as to any owner who resides in a community property state or certain other states) have executed and delivered to Company an Assumption of Development Incentive Note in the form attached to the Development Incentive Note of Assignor or otherwise provided by Company provided, however, that such Assumption does not discharge or release Assignor or any co-makers of the Development Incentive Note from liability under such note.]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement effective as of the date first above written.

COMPANY: _____

By _____
Name: _____
Title: _____

ASSIGNOR: _____

By _____
Name: _____
Title: _____

ASSIGNEE: _____

By _____
Name: _____
Title: _____

Exhibit A - Franchise Agreement
Exhibit B - Owners of Assignee
Appendix A - Guaranty

EXHIBIT A

THE FRANCHISE AGREEMENT

A copy of the Franchise Agreement follows this page.

EXHIBIT B

Part I of Schedule B of the Franchise Agreement ("YOUR OWNERS") is hereby amended as follows:

Name and Address	Ownership ````Percentage	``Type of `` Equity Interest	Office Held (Title)

APPENDIX A
(additional signature pages to be affixed, as applicable)

GUARANTY

To induce Wyndham Franchisor, LLC, its successors, assigns, and affiliates ("Company") to consent to the assignment and assumption of the Primary Agreements (as defined in the Assignment and Assumption Agreement (the "Agreement") to which this Guaranty is attached), the undersigned, personally, jointly and severally ("we, "our" or "us") irrevocably and unconditionally (i) warrant to Company that Assignee's representations and warranties in the Agreement and in the Franchise Agreement are true and correct as stated; and (ii) guaranty that all of Franchisee's obligations under the Primary Agreements will be punctually paid and performed, from and after the time Assignee becomes the Franchisee under the Franchise Agreement. Capitalized terms not defined in this Guaranty have the meanings given to them in the Agreement.

Upon default by Franchisee and notice from Company, we will immediately make each unpaid payment and perform, or cause Franchisee to perform, each unperformed obligation of Franchisee under the Primary Agreements. Without affecting our obligations under this Guaranty, without notice to us, Company may extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. We waive notice of any amendment to the Agreement and the Primary Agreements, and we acknowledge that the provisions of Section 17 of the Franchise Agreement, including Remedies, Venue and Dispute Resolution, and Waiver of Jury Trial, apply to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to Company existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreements.

GUARANTORS:

_____
Name:_____
Address:_____

_____
Name:_____
Address:_____

_____
Name:_____
Address:_____

_____
Name:_____
Address:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW

This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:

1. Our right to terminate the Franchise Agreement under Section 11.2 if you commence a bankruptcy proceeding may not be enforceable under federal bankruptcy law.

2. Under Section 1671 of the California Civil Code, certain liquidated damages clauses are unenforceable.

3. The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043) provides rights to you concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

4. If the Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement, California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043). To the extent required by such laws, Franchisee shall not be required to execute a general release.

5. The highest interest rate allowed by law in California is currently 10% annually.

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of California.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. Section 17.7 of the Franchise Agreement is deleted in its entirety.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

By: _____
Name: _____
Title: _____

YOU, as franchisee:

_____

By: _____
Name: _____
Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO ILLINOIS LAW

This Addendum to the Franchise Agreement, the Master Information Technology Agreement, Signature Reservation Service Agreement, Hotel Revenue Management Agreement, Three Party Agreement, Lender Notification Agreement, Termination and Release Agreement and Assignment and Assumption Agreement by and between WYNDHAM FRANCHISOR, LLC ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

Illinois law governs the Franchise Agreement.

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

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

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

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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

By: _____
Name: _____
Title: _____

YOU, as franchisee:

_____

By: _____
Name: _____
Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW

This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

1. Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provision shall supersede and apply to all franchises offered and sold under the laws of the State of Maryland:

> No release language set forth in Sections 5, 9 or elsewhere in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. Pursuant to the Maryland Franchise Registration and Disclosure Law, any claim by you under such law must be brought within three years of the grant of the franchise. You may file this action in any Maryland court or Federal court located in Maryland.

2. Section 11.2 of the Franchise Agreement provides that the Franchise will automatically terminate upon your bankruptcy. This provision may not be enforceable under Federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. The Franchise Agreement states that New Jersey law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland laws, and we will comply with that law in Maryland.

4. Notwithstanding anything to the contrary stated in Section 17.6.3, you may bring a lawsuit in Maryland against us for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Section 17.7 of the Franchise Agreement is deleted in its entirety.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

By: _____
Name: _____
Title: _____

YOU, as franchisee:

_____

By: _____
Name: _____
Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW

This Addendum to the Franchise Agreement by and between Wyndham Franchisor, LLC ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:

1. In compliance with Minnesota Rule 2860.4400J, the eleventh sentence in Subsection 11.4 of the Franchise Agreement is amended to read as follows:

> "You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, which may require us to post a bond."

In addition, the following language is added at the end of Section 17.6.3 of the Franchise Agreement:

> Minnesota Statutes, Section 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or this 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 Minnesota.

2. Minnesota law provides franchisees with certain termination, non-renewal and transfer rights. Minnesota Statutes, Section 80C. 14, Subdivisions 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

3. We will not require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

4. You understand that Minnesota law limits you to a three year period from the date a claim accrues in which to bring any claim against us for a violation of Minnesota Statutes, Section 80C.17.

5. To the extent required by the Minnesota Franchise Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement.

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Minnesota.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under

any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

By: _____
Name: _____
Title: _____

YOU, as franchisee:

_____

By: _____
Name: _____
Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE NEW YORK GENERAL BUSINESS LAW

This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Section 9.3 is amended by adding the following statement immediately after the first sentence of such Section:

> However, 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 related regulations shall remain in force; it being the intent of this proviso to satisfy the non-waiver provisions of GBL, Sections 687.4 and 687.5.

2. Section 10 is amended by adding the following statement immediately after the first sentence of such Section:

> However, no assignment shall be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

3. You acknowledge that, pursuant to Section 1136 of the New York Tax Law, we are obligated to file an annual information return with the New York State Department of Taxation and Finance which identifies, among other things, the "gross sales" of your franchise as you reported such "gross sales" to us. You release any claim against us or our agents relating to our filing of an information return pursuant to Section 1136 of the New York Tax 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.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

By: _____
Name: _____
Title: _____

YOU, as franchisee:

_____

By: _____
Name: _____
Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE NORTH DAKOTA FRANCHISE INVESTMENT LAW

This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC ("we", "our" or "us") and _____ ("you") is dated _____, 20____.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Liquidated damages are prohibited by law in the State of North Dakota.

2. The Franchise Agreement will be governed and construed under the laws of the State of North Dakota. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires you to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from any Franchise Agreement issued in the State of North Dakota. Any non-competition covenants contained in the Franchise Agreement shall be subject to the North Dakota laws on franchising.

3. Any provisions in the Franchise Agreement (including but not limited to Section 17.6.4) which require you to waive the right to a jury trial, or exemplary or punitive damages are deleted from any Agreements issued in the State of North Dakota.

4. Section 5 of the Franchise Agreement is revised to provide that a general release shall not be required as a condition to renewal.

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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

By: _____
Name: _____
Title: _____

YOU, as franchisee:

_____

By: _____
Name: _____
Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE RHODE ISLAND FRANCHISE INVESTMENT ACT

This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC ("we"' "our" or "us") and _____ ("you") is dated _____, 20__.

Notwithstanding anything to the contrary stated in Section 17.6.1 or elsewhere in the Franchise Agreement, the Franchise Agreement shall be governed by Rhode Island law with respect to any claim enforceable under the Rhode Island Franchise Investment Act.

Sections 17.6.1 and 17.6.3 of the Franchise Agreement are supplemented by the addition of the following:

> "§ 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 the Act."

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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

By: _____
Name: _____
Title: _____

YOU, as franchisee:

_____

By: _____
Name: _____
Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT

This Addendum to the Franchise Agreement and Related Agreements by and between WYNDHAM FRANCHISOR, LLC ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

Section 17.7 of the Franchise Agreement is deleted in its entirety.

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.

Nothing in the Franchise Agreement is intended to waive any liability we may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

The undersigned does hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____, 20___.

WYNDHAM FRANCHISOR, LLC

By: _____
Name:_____
Title:_____

YOU, as franchisee:

_____

By: _____
Name:_____
Title:_____

This application is to be completed online via the Wyndham Community internet portal. The online version appears in a different format. As an alternative, we may provide a paper application. We may update or modify this application at any time.

WYNDHAM FRANCHISE APPLICATION

The following information will be collected during the application process:

- **General Information**
  Information for the individual completing the application and the individual who will serve as the entity principal contact.
- **Hotel Experience**
  Please provide a listing of any current or past hotel ownership experience for each individual with any ownership interest in the hotel.
- **Property Information**
  Details about the hotel location, current affiliation (if any) and room count.
- **Property Contacts**
  Contact information for various roles at the hotel (GM, Site Principal, etc).
- **Entity Information**
  Details about the entity that owns or otherwise has the right to possess the hotel.
- **Entity Ownership**
  Specifics of any beneficial ownership of the hotel, including names, addresses and ownership percentages.
- **Application Supporting Documentation**
  Documentation required to confirm and supplement the completed application information

General Information:

Applicant name	
Entity principal first name (The primary contact designated by ownership to represent the organization.)	
Entity principal last name	
Entity principal email	
Entity principal phone number	
Entity principal phone type	
Entity principal country	
Entity principal street address line 1	
Entity principal street address line 2	
Entity principal city	
Entity principal state	
Entity principal ZIP / postal code	

Hotel Experience:

Do you or your co-owners have prior hotel experience?
☐ Yes ☐

How many Wyndham properties do you and your co-owners currently own/operate? _____

Brand	
City	
State	

How many non-Wyndham properties do you and your co-owners currently own/operate? _____

Hotel / Brand Name	
City	
State	

Property Information:

Does your property have a finalized address?
☐ Yes ☐ No

Closest major intersection or landmark (Please enter the name of the closest landmark or intersection to your property if address is not yet confirmed): _____

Current facility / brand affiliation name (if any)	
Property phone	
Phone type	
Property country	
Property street address line 1	
Property street address line 2	
Property city	
Property state / province / region	
Property county	
Property ZIP / postal code	
Total number of guest rooms (including any currently unrentable rooms such as storage, manager accommodations, etc.)	
Total number of rentable guest rooms (excluding guest rooms currently used as storage, manager accommodations, etc.)	

Property Contacts:

Site Principal:
The site principal is designated as the legal contact for the franchisee / licensee/ member, meaning they will receive any formal notices issued pursuant to the franchise / license / membership agreement, and

their contact information will be shared with third parties seeking information about the franchisee / licensee / member.

First name	
Last name	
Title	
Company	
Email Address	
Phone number	
Phone type	
Country	
Street address line 1	
Street address line 2	
City	
State	
ZIP / postal code	

General Manager:
The designated General Manager

First name	
Last name	
Title	
Company	
Email Address	
Phone number	
Phone type	
Country	
Street address line 1	
Street address line 2	
City	
State	
ZIP / postal code	

Has this person previously completed Hospitality Management Program (HMP) for any other site(s) within Wyndham Hotels & Resorts?
☐ Yes ☐ No

(If yes, please provide)

Site # / brand	
Date of class	
Location of class	

Entity Information:

If the proposed purchaser of the franchise or membership will be an entity, please (select yes and)

provide the entity details.
☐ Yes ☐ No

(If yes, please provide)

Entity Name	
Entity phone	
Entity phone type	
Entity email address	
Entity country	
Entity street address line 1	
Entity street address line 2	
Entity city	
Entity state	
Entity ZIP / postal code	

Entity Ownership:

Please provide a list of all owners, including their contact information and percentage owned. If you are a sole proprietor, simply list your contact information; to enter additional owners, please select "Add Another Owner" and complete the required details for each. Note: Ownership information must be verified via appropriate documentation and, prior to entering into any agreement, you must identify all individuals with 10% or greater ultimate beneficial ownership interest in your hotel.

Entity owner type
☐ Individual ☐ Organization

(For each Organization, please provide the following)

Organization name	
Organization ownership percentage	
Organization email address	
Organization phone number	
Organization phone type	
Organization country	
Organization street address line 1	
Organization street address line 2	
Organization city	
Organization state / province / region	
Organization ZIP / postal code	

(For each Individual, provide the following)

Owner first name	
Owner last name	
Ownership percentage	
Owner email address	
Owner phone number	

Owner phone type	
Owner country	
Owner street address line 1	
Owner street address line 2	
Owner city	
Owner state / province / region	

Finalize Your Application Submission:

Applicant represents and warrants to Wyndham Hotel Group, LLC that the enclosed information is true, complete, and correct as of the date of the Application, and agrees to supply such additional information, documents, statements or data as may be requested by Wyndham Hotel Group, LLC, and to supplement and correct the information supplied promptly after any earlier submission becomes inaccurate or incomplete. As part of the application process, the undersigned, acting for any entity that is the applicant and as agent for the persons listed as owners of the entity or as participants in the proposed franchise, authorizes Wyndham Hotel Group, LLC and its affiliates to conduct a background investigation of the financial condition, general character and reputation of the applicant, its officers, partners, directors, shareholders, owners and managers. The undersigned authorizes the release of such information to Wyndham Hotel Group, LLC and its affiliates by all financial institutions, credit bureaus, other public and private reporting organizations, government, regulatory entities, employers, and other references contacted by Wyndham Hotel Group, LLC or its affiliates in connection with this application. The undersigned further authorizes Wyndham Hotel Group, LLC to communicate to the applicant and all persons or entities named in this application via electronic mail.

Completion of an application is not an offer. Federal and certain state laws regulate the offer and sale of franchises. An offer will only be made in compliance with those laws and regulations, which may require we provide you with a Franchise Disclosure Document. For a copy contact Wyndham Hotel & Resorts, Inc. at 22 Sylvan Way, Parsippany, NJ 07054. All hotels are independently owned and operated with the exception of certain hotels managed or owned by a subsidiary of the company.

© 2023 Wyndham Hotels & Resorts, Inc. All rights reserved.

☐ Check here to confirm you have read and agree to the Application Submission terms described above.

☐ Confirm Submission

Application Supporting Documentation:

Your application has been submitted! Please proceed to provide your application documentation.
There are documents required to process your application as well as additional documentation that must be provided once available.

☐ Proceed to submit Documentation

[Page Intentionally Left Blank]

EXHIBIT C-2

[Page Intentionally Left Blank]

Location:_____
Unit No.:_____

MASTER INFORMATION TECHNOLOGY AGREEMENT

This Master Information Technology Agreement ("**Agreement**"), effective as of _____ , 20___ (the "**Effective Date**"), by and between _____, a _____ corporation (including its Affiliates, "**Service Provider,**" "**we**," "**our**," or "**us**"), and _____, a _____, _____ ("**Franchisee,**" or "Member". "**you**," or "**your**"), governs your access to and use of the Products and/or Services as described herein. We and you shall each be referred to herein as a "**Party**" and together as the "**Parties**" to this Agreement. This Agreement pertains exclusively to the lodging facility located at _____ (the "Location").

For and in consideration of the mutual covenants, representations and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the foregoing and as follows:

1. GENERAL

1.1 Definitions. Capitalized terms used herein shall have the meanings ascribed to them in this Agreement, including Attachment 1.1, or in any Schedules attached hereto, which may be updated or supplemented by us from time to time. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Franchise Agreement between us and you and are incorporated herein by reference.

1.2 Conflicts in Interpretation. The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Schedules attached hereto: (a) first, the terms of the Schedules attached to this Agreement; and (b) second, the terms contained in the body of this Agreement, provided that no order of precedence shall be applied among such Schedules.

2. DESCRIPTION OF PRODUCTS AND SERVICES; SCHEDULES; ACTIVITIES

2.1 Products and Services. During the Term of this Agreement, and in exchange for you paying us the Fees described in this Agreement, we (or our authorized Third-Party Product or Service providers) will (a) perform for you various consulting, information technology, development, data processing, webhosting, maintenance, and support services ("**Services**"); and/or (b) license, lease, sell or otherwise provide you with equipment, materials, software (including Software-as-as Service and/or cloud-based software ("**SaaS**")), and other such items ("**Products**"), as are more fully described in this Agreement (including any applicable Schedule). The Products and Services consist of Products and/or Services that (x) we provide to you directly (including our Hotel Technology Client Support team); or (y) we provide to you on behalf of our Third-Party Product or Service providers.

2.2 Schedules. Any and all Products and/or Services provided by us to you under this Agreement shall be set forth in a written schedule(s) to be mutually agreed-upon and signed by you and us ("**Schedule**"). Such Schedule shall, at a minimum: (a) incorporate this Agreement by reference; (b) describe the Products and/or Services being provided to you; (c) describe the applicable Fees for such Products and/or Services; and (d) detail any special terms and conditions

applicable to you or your use of the applicable Products and/or Services.

2.3 Collection of Fees. We have entered, or in the future may enter, into an arrangement with Third-Party Product or Service providers wherein we will collect fees from you for those respective Third-Party Products and/or Services. If we do so, you will see such fees reflected on the monthly invoice you receive from us and, we may retain a percentage of fees collected to reimburse us for our costs associated with such collection. We may modify this payment arrangement in our sole discretion from time to time.

3. GRANT OF RIGHTS.

3.1 License. Subject to payment of all applicable Fees, we hereby grant you a limited, non-transferable, non-exclusive license, to access, use and display the Products and/or Services, as applicable, solely for the Permitted Use, solely by your Permitted Users, and solely in accordance with the terms and conditions set forth in this Agreement and/or any applicable Schedule(s). For Products and/or Services that have a term associated with them, the license granted to you shall be limited to the term identified in an applicable Schedule.

3.2 Restrictions. In addition to any terms, conditions or restrictions set forth in this Agreement and any applicable Schedule, you shall not: (a) permit any person or entity, other than a Permitted User, to access or use the Products and/or Services; (b) create or attempt to create any derivate works based on the Products and/or Services; (c) copy, frame or mirror any part or content of the Products and/or Services; (d) disassemble, decompile, reverse engineer or otherwise attempt to recreate the Products and/or Services; or (e) access, use or otherwise manipulate the Products and/or Services in order to create a competitive product or service or to copy any features, functions or graphics of the Products and/or Services. Service Provider may, at its sole discretion and without prior notice to you, conduct audits of your hardware, computer systems and applications, including audits by electronic and remote means, to verify conformance with this Agreement and/or any Schedule. You shall not load, store or otherwise use any products and/or software on or with the Products and/or Services, without Service Provider's prior written consent, as the use of such products and/or software may adversely affect the operation and functionality of the Products and/or Services. If you violate this Section, the warranties set forth in this Agreement shall be void, and you shall be solely responsible for the cost of repair or replacement of the Products and/or Services, if any.

3.3 Title. Except as provided in Section 3.1, all rights, title, interests in and to, and ownership of, the Products and/or Services, including all Intellectual Property rights therein, are and shall remain with us, our Affiliates and/or any Third-Party Product or Service providers who license or otherwise provide Products and/or Services to us or you. You shall at all times protect and defend us, our Affiliates, and/or any Third-Party Product or Service providers who license or otherwise provide Products and/or Services, at your own cost and expense, against all claims, liens and legal processes of your creditors arising out of your use of the Products and/or Services.

3.4 Suggestions. Any suggestions and feedback relating to the Products and/or Services or relating to any desired or recommended additional features, enhancements or modifications to the Products and/or Services that are provided by or through you or your Affiliates to us or our Third-Party Product and Service providers shall be the exclusive property of us or our Third-Party Product and Service providers, as applicable, as of the date it is offered to us or our Third-Party Product and Service providers, as applicable, and you and your Affiliates hereby assign all rights and interests in and to such suggestions and feedback to us or our Third-Party Product and Service providers, as applicable, as of the date it is offered to us or our Third-Party Product and Service providers, as applicable.

3.5 Access Credentials. We, directly or indirectly, may provide Access Credentials to you. We may, from time to time and in our sole discretion, change or require you to change your Access Credentials. You must follow all security procedures and protocols that we may from time to time establish or modify. You shall not permit the Products and/or Services to be accessed in violation of the security procedures and protocols as set forth herein or as we may otherwise establish. You shall safeguard any Access Credentials that we provide to you as a trade secret, and shall reveal such information only to Permitted Users on a need-to-know basis. You shall immediately inform us if you have knowledge or a reasonable basis to believe that your Access Credentials have been lost, stolen, misappropriated or compromised in any way or manner, and you shall strictly follow our instructions regarding any replacement Access Credentials. You shall be responsible for all access or use through your Access Credentials.

3.6 Your Responsibilities. You shall: (a) be fully responsible for your Permitted Users' compliance with this Agreement and any applicable Schedule; (b) be responsible for the accuracy, quality and legality of Guest Information, to the extent collected by you or your employees, agents or representatives, and for the means by which you or your employees, agents or representatives acquires Guest Information; (c) prevent unauthorized access to or use of the Products and/or Services, and notify us promptly of any such unauthorized access or use; and (d) use the Products and/or Services only in accordance with this Agreement, any applicable Schedule, and applicable laws and government regulations. You shall not: (i) make the Products and/or Services available to anyone other than your Permitted Users, unless expressly permitted in an applicable Schedule; (ii) sell, resell, rent or lease the Products and/or Services; (iii) use the Products and/or Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights of any Third Party; (iv) use the Products and/or Services to store or transmit software viruses, malicious code or other harmful files; (v) interfere with or disrupt the integrity or performance of the Products and/or Services or the data of any Third Party contained therein; or (vi) attempt to gain unauthorized access to the Products and/or Services or any related networks.

4. FEES AND PAYMENTS

4.1 Fees. You shall pay all amounts specified in the applicable Schedule(s) for the Products and/or Services ("**Fees**"), for the duration of the applicable Schedule Term and in accordance with this Agreement. If your franchise or membership involves the transfer of an existing Chain Facility to you or changing affiliation of the Facility from one Wyndham Hotels & Resorts, Inc.-owned franchise or membership system to another, you may be charged a transfer fee, which transfer fee shall be set forth in an applicable Schedule ("**Transfer Fee**").

4.2 Payments. Unless otherwise set forth in an applicable Schedule, you shall pay us the Fees each month of the Schedule Term. Except as otherwise noted, all Fees and charges described in this Agreement are expressed and payable in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States). All Fees are payable by you three (3) days after the month in which they accrue, without billing or demand. We may apply any amounts received to any outstanding invoices in any order. If you do not make all payments to us when due, then, upon written notice to you, we may withhold implementation, suspend the provision of Products and/or Services (subject to Section 4.4 below) or terminate this Agreement or any applicable Schedule, at our sole discretion. We may increase the ongoing Fees on an annual basis, providing we make the same change to similarly-situated chain Facilities; provided, however, that we shall notify you no less than thirty (30) days prior to any such increase taking effect.

4.3 Overdue Charges. If any Fees or charges are not received from you by the due date, then, at

our sole discretion, (a) such Fees and/or charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) we may condition future order or subscription renewals on payment terms shorter than those specified herein.

4.4 Suspension of Service and Acceleration. You will be in default of this Agreement if you do not pay us when a payment is due under this Agreement. If your default is not cured within ten (10) days after you receive written notice from us that you have not paid us any Fees or amount that is due, we may, without limiting any other rights and remedies we may have, accelerate your unpaid payment obligations under this Agreement so that all such obligations become immediately due and payable, and/or suspend the Products and/or Services to you until such amounts are paid in full.

4.5 Taxes. Unless otherwise stated, our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with its purchases hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible under this section, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable based on our income, property and employees.

5. TECHNICAL SPECIFICATION REQUIREMENTS

5.1 Minimum Technical Requirements. In order to access and/or use the Products and/or Services, you may be required to satisfy and/or maintain certain minimum technical requirements. Any such requirements shall be set forth in the applicable Schedule, or as may be agreed upon in writing by us and you from time to time. If any Third-Party Product or Service provider(s) (including without limitation, any Third-Party Product or Service provider made available by us), at your request, attempts to integrate hardware or other products and/or services with the Products and/or Services we provide to you, we shall not be liable for any injury or damage to either the hardware or such Third-Party Products or Services, unless such injury or damage is due to our gross negligence or willful misconduct. For the avoidance of doubt, the warranties and support described in this Agreement do not apply to any hardware or products and/or services not provided to you by us.

6. ADDITIONAL OFFERINGS

6.1 Acquisition of additional Products and/or Services. We or a Third Party may from time to time make available to you offerings designed to interoperate with the Products and/or Services ("**Additional Offerings**"). Any acquisition by you of such Additional Offerings from a Third Party, and any exchange of data between you and any Third-Party provider of such Additional Offerings, is solely between you and the Third Party that provides the applicable Additional Offerings.

6.2 No Representation or Warranty. We do not warrant or support any Third-Party Additional Offerings. Any Third-Party Additional Offerings shall be governed exclusively by any agreement entered into between you and the Third Party that offers the applicable Additional Offerings. If the provider of any Additional Offerings ceases to make such Additional Offerings available for interoperation with the Products and/or Services on reasonable terms, we may, in our sole discretion, cease providing access to such Additional Offerings without entitling you to any refund, credit, or other compensation.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Service Provider's Confidential Information shall include the Products and/or Services. Confidential Information of each Party shall include the terms and conditions of this Agreement, the terms and conditions of any and all Schedules, as well as business and marketing plans, technology and technical information, product plans and designs, Personal Information, and business processes disclosed by such Party (or a Party's Affiliate). However, Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a Third Party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party. "**Personal Information**" means any information about an identifiable individual. Examples of Personal Information include, but are not limited to, names, phone numbers, addresses, credit card information, social security numbers, and/or account or financial information of Service Providers or its Affiliates, employees, franchisees, members, sales associates, brokers, or customers.

7.2 Protection of Confidential Information. The Receiving Party shall: (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement (including any and all Schedules); and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither Party shall disclose the terms of this Agreement (including any and all Schedules) to any Third Party, other than its Affiliates and their legal counsel and accountants without the other Party's prior written consent.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7.4 Equitable Relief. The Parties acknowledge and agree that, given the unique and proprietary nature of the Confidential Information, monetary damages may not be calculable or a sufficient remedy for any breach of this Section 7 by the Receiving Party, and that the Disclosing Party may suffer great and irreparable injury as a consequence of such breach. Accordingly, each Party agrees that, in the event of such a breach or threatened breach, the Disclosing Party shall be entitled to seek equitable relief (including, but not limited to, injunction and specific performance) in order to remedy such breach or threatened breach. Such remedies shall not be deemed to be exclusive remedies for a breach by the Receiving Party but shall be in addition to any and all other remedies provided hereunder or available at law or equity to the Disclosing Party.

7.5 Regulatory Considerations. Notwithstanding anything set forth to the contrary, an employee

of the Disclosing Party, including an individual who would be considered an employee pursuant to 18 U.S.C. §1833(b)(4), shall not be held criminally or civilly liable under any U.S. federal or state trade secret law for the disclosure of Confidential Information if such disclosure is made in confidence to a government official, either directly or indirectly, or to that individual's attorney, if such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law or if the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Moreover, an individual who files a lawsuit for retaliation claiming that retaliation against said individual for reporting a suspected violation of law may disclose Confidential Information to his or her attorney and may use it in the court proceeding, provided any document containing the Confidential Information is filed under seal and the individual does not disclose the Confidential Information, except pursuant to court order.

8. DATA PRIVACY

8.1 Data Policies. You shall at all times comply with all applicable privacy laws and our and our Affiliates' guidelines for privacy, information protection, and data and systems security, including any data and privacy policy or policies we may establish from time to time (the "**Data Policies**"). Service Provider may, at its sole discretion and without prior notice, update from time to time. If there is a conflict between the Data Policies and applicable law, you should comply with applicable law and immediately notify us in writing of such conflict.

8.2 Guest Information. We and/or our Affiliates shall own all Guest Information that is within our possession and/or the possession of our Affiliate or any service provider holding such information on our or our Affiliate's behalf, and you shall own all Guest Information that is within your possession or the possession of any service provider of yours holding such information on your behalf. To the extent that we (including our Affiliates) and you both possess identical Guest Information, our (including our Affiliates') and your respective ownership rights with regard to such Guest Information shall be separate and independent from one another. You acknowledge and agree that: (a) you shall take all commercially reasonable steps to assure the timely and accurate collection, recording, processing and transmittal of the Guest Information to the Products and/or Services at all times; and (b) with respect to your use of the Guest Information, you shall comply with all applicable laws, our Data Policies and any contract or promise you make with or to any of the guests of the Facility.

8.3 Non-Owned Information. Other than the Guest Information, you shall not use any information you obtain from any Service, including but not limited to any information that we append to the Guest Information ("**Non-Owned Information**"), for the benefit of any business, enterprise or activity other than the business of the Facility, and in accordance with all applicable laws and our Data Policies. You shall not disclose, copy, assign, transfer, lease, rent, sell, donate, disseminate or otherwise commercialize any Guest Information or any Non- Owned Information for any other purpose without our prior written consent, which we may withhold at our sole discretion.

8.4 Dummy Information. Any information provided to you from the Products and/or Services may contain "dummy" information, special codes or other devices to ensure compliance with this Agreement and monitor possible unauthorized use of the Products and/or Services. You shall be conclusively presumed to have violated this Agreement if we discover any unauthorized mail or contacts from information provided only to you or the Facility.

8.5 Improper Access. If you should obtain access to Non-Owned Information in violation of the Data Policies or this Agreement, you shall be a trustee of that information and must act in a fiduciary capacity to protect the information from further unauthorized use or disclosure, and take

all commercially reasonable efforts to return the information to us as soon as possible.

9. NO WARRANTIES

9.1 EXCEPT AS MAY OTHERWISE BE SET FORTH IN AN APPLICABLE SCHEDULE AND/OR WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS AND/OR SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY ORDER OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT YOU MAY ATTAIN THROUGH THE USE OF THE PRODUCTS AND/OR SERVICES OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; AND (C) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM AND PRODUCTS AND/OR SERVICES HEREUNDER. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI-MALWARE SOFTWARE.

9.2 YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE PRODUCTS AND/OR SERVICES UNLESS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. INDEMNIFICATION

Indemnification. You shall indemnify, defend and hold harmless us, our Affiliates, our licensors and their successors and assigns and each of the respective directors, officers and employees associated with them against all claims, actions or proceedings, arising out of or related to your operation, use or non-use of the Products and/or Services (including your failure to comply with this Agreement and any applicable Schedules); your use of the Guest Information; any Third-Party data or system security breaches; and/or any Additional Offerings or agreements for such Additional Offerings. We shall not be liable to you or any other person or entity for personal injury or property loss, including but not limited to, damage to the Facility. You are not obligated to indemnify us for our own intentional misconduct.

11. NO LIABILITY FOR INFORMATION

WE SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES RESULTING FROM ANY INCORRECT INFORMATION GIVEN TO US OR INPUT INTO THE PRODUCTS AND/OR SERVICES BY ANY PERSON THAT IS NOT US. SUPPORT OR SERVICES HEREUNDER NECESSITATED BY COMPUTER VIRUSES, OR BY ANY FAILURE OR BREACH OF YOUR SECURITY FOR ITS SYSTEMS OR DATA, INCLUDING, WITHOUT LIMITATION, DAMAGE CAUSED BY PERSONS LACKING AUTHORIZED ACCESS, ARE NOT COVERED UNDER THIS AGREEMENT. YOU WAIVE ANY CLAIMS HEREUNDER AGAINST US TO THE EXTENT ARISING FROM YOUR FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS

PROTECTION, OR TO THE EXTENT ARISING FROM A FAILURE OR BREACH OF YOUR SECURITY FOR ITS SYSTEMS OR DATA, OR AS A RESULT OF ANY UNAUTHORIZED ACCESS TO YOUR SYSTEMS.

12. DAMAGE LIMITATION

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER WE NOR OUR AFFILIATES SHALL BE LIABLE TO YOU FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "**INDIRECT DAMAGES**") IN CONNECTION WITH THE PRODUCTS AND/OR SERVICES OR THIS AGREEMENT, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FOR DIRECT DAMAGES CAUSED BY US (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT THE ABOVE LIMITATION IS NOT RECOGNIZED BY A COURT OR OTHER AUTHORITY) ANY CLAIM SHALL BE LIMITED TO THE TOTAL AMOUNT PREVIOUSLY PAID BY YOU TO FOR THE PREVIOUS TWELVE (12) MONTH PERIOD. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

13. TERM; TERMINATION AND SUSPENSION

13.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until expiration and/or termination of the Franchise Agreement, unless earlier terminated in accordance with the terms and conditions of this Agreement ("**Agreement Term**"). The Schedule(s) shall commence as of the effective date(s) set forth therein, and shall continue in full force and effect until expiration and/or termination of such applicable Schedule(s), unless earlier terminated or extended in accordance with the terms and conditions of the applicable Schedule(s), this Agreement or the Franchise Agreement ("**Schedule Term**").

13.2 Our Right to Terminate. If any one of the following events occurs, then to the extent permitted by applicable law, we shall have the right, at our option and without liability or further obligation to you, to immediately terminate this Agreement (including any of the applicable Schedule(s)): (a) you fail to make any payment when due under this Agreement (including any of the applicable Schedule(s)), the Franchise Agreement or any other agreement between you and us; (b) you breach any covenant, warranty or terms and conditions set forth in this Agreement (including any of the applicable Schedule(s)), the Franchise Agreement or any other agreement between you and us; (c) we cease to provide the Products and/or Services; (d) the Franchise Agreement expires or terminates for any reason; or (e) we assign, transfer, dissolve, terminate, or wind-down our business, under applicable law. We may terminate this Agreement for convenience at any time provided that we shall provide you with no less than sixty (60) days' advance notice.

13.3 Termination Due to Bankruptcy or Insolvency. Either Party shall have the right to immediately terminate this Agreement in the event (a) a bankruptcy, reorganization, receivership, insolvency or other similar proceeding for the arrangement of such Party's obligations is instituted by such Party, or involuntarily against such Party and not dismissed within ninety (90) days; (b) the other Party is unable to pay its debts as they become due or admits in writing its inability to pay its debts generally; or (c) the other Party becomes subject to any statutory, administrative or court order or other official action which prevents either from continuing to fulfill its obligations under this Agreement.

13.4 Suspension. In addition to the right to terminate this Agreement, we may suspend your access to the Products and/or Services upon the occurrence of any of the events described in Section 13.2 until your violation is cured and you have agreed in writing to engage in no conduct that will cause a repeat violation to occur. If you violate such a restoration agreement, we may suspend or terminate your access to the Products and/or Services permanently or for an indefinite period. Because we still incur costs on your behalf, you must continue to pay all Fees associated with Products and/or Services under this Agreement (including any of the applicable Schedule(s)) during any such suspension period.

13.5 Upon Termination. Upon termination of this Agreement: (a) Any and all licenses granted to you under this Agreement shall end and you shall immediately cease using any Products and/or Services licensed to you by us or a Third Party pursuant hereto; (b) you shall immediately cease using any and all Access Credentials that provided access and use of the Products and/or Services; (c) you shall promptly (but in no event later than thirty (30) days) return or destroy any and all Confidential Information of ours, whether in written or electronic form, and neither you nor any of your employees or agents shall retain any copies, extracts, derivatives, or other reproductions of our Confidential Information (in whole or in part) in any form whatsoever; and (d) you shall take reasonable steps to assure that any and all documents, memoranda, notes, and other writings or electronic records prepared or created by us, which include or reflect our Confidential Information, are destroyed. Within thirty (30) days after expiration and/or termination of this Agreement, you shall certify to us in writing that the original and all copies have been returned to us or destroyed. YOU EXPRESSLY WAIVE ANY RIGHT TO NOTICE OF OR ANY HEARING WITH RESPECT TO REPOSSESSION AND CONSENT TO ENTRY INTO THE FACILITY BY OUR AGENTS OR REPRESENTATIVES OR ANY PREMISES WHERE ANY PRODUCTS AND/OR SERVICES THAT ARE RENTED BY YOU FROM US OR A THIRD-PARTY PROVIDER MAY BE LOCATED AND REMOVING THEM WITHOUT JUDICIAL PROCESS. If you fail or refuse to permit the peaceable entry by our agents to take possession of such Products and/or Services, you shall be liable for rental of the Products and/or Services at the rate of $500.00 per week from the date that we first attempt to retake the Products and/or Services. We may, in our sole discretion, embed within the Products and/or Services various security devices that will render the Products and/or Services unusable and the data stored by the hardware or the Products and/or Services inaccessible if this Agreement terminates.

14. NOTICES

14.1 General. All notices and other communications in connection with this Agreement shall be in writing and shall be sent to the respective Parties at the addresses set forth below or to such other addresses as may be designated by each Party in writing from time to time in accordance with this section. All notices and other communications shall be sent by registered or certified air mail, postage prepaid, or by express courier service, service fee prepaid. All notices and other communications shall be deemed received: (a) immediately upon delivery, if hand delivered; (b) five business days after depositing in the mail, if delivered by mail; or (c) the next business day after delivery to express courier service, if delivered by express courier service.

If to Us:	**If to You:**
22 Sylvan Way	_____
Parsippany, NJ 07054	_____
Attn: Vice President, Contracts Compliance	_____

With a copy to: Wyndham Hotel Group, LLC 22 Sylvan Way Parsippany, NJ 07054 Attn: General Counsel	**With a copy to:** _____ _____ _____ _____

15. MISCELLANEOUS

15.1 Force Majeure. If performance by either Party is delayed or prevented (excluding the obligation to make payments under this Agreement) because of strikes, inability to procure labor or materials, defaults of suppliers or subcontractors, delays or shortages of transportation, failure of power or communications systems, restrictive governmental laws or regulations, weather conditions, or other reasons beyond the reasonable control of the Party, then performance of such acts will be excused and the period for performance will be extended for a period equivalent to the period of such delay. Delays or failures to pay resulting from lack of funds will not be deemed delays beyond your reasonable control.

15.2 Entire Agreement. This Agreement and any attachments hereto, constitutes the entire, final and exclusive agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous statements, representations, negotiations, discussions, understandings and agreements, whether oral or written, with respect to the subject matter of this Agreement. Nothing in the foregoing, no provision in this or any related agreement is intended to disclaim the express representations made in any Franchise Disclosure Document provided to you by us or one of our Affiliates.

15.3 Your Forms. We are not bound by any terms of your purchase order forms or notices of acceptance which attempt to impose any conditions at variance with the terms and conditions of this Agreement or with our invoices, standards manuals or technical specifications. Our failure to object to any provision contained in your printed form is not a waiver of any provision of this Agreement.

15.4 No Third-Party Beneficiary. The Agreement is intended for the sole benefit and protection of the named Parties, their successors and permitted assigns, and no Third Party shall have any cause of action or right to payments made or received herein except for any owners of any Products and/or Services who have licensed or authorized us to provide the same to you.

15.5 Prevailing Party Attorneys' Fees. In the event of an alleged breach of this Agreement, the prevailing Party shall be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute, claim or litigation, including any appeal therefrom. For purposes of this Section, the determination of which Party is to be considered the prevailing Party shall be decided by the court of competent jurisdiction that resolves such dispute, claim or litigation.

15.6 Other Relief. We may obtain the remedy of injunctive relief without the posting of a bond if you violate its obligations regarding confidentiality, non-disclosure, transfer or limitations on the Products and/or Services use under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, each Party shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit such Party to seek such equitable relief in a court of competent jurisdiction.

15.7 Modifications. This Agreement may not be amended, modified or rescinded except in

writing, signed by both Parties, and any attempt to do so shall be void and of no effect. This Agreement may be modified or amended only pursuant to a separate writing mutually agreed upon and signed by both Parties. The Parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any oral modifications to this Agreement; and (b) any other amendments that are based on course of dealing, waiver, reliance, estoppel or other similar legal theory. The Parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

15.8 Governing Law; Exclusive Jurisdiction. The validity, construction and performance of this Agreement, and the legal relations among and any disputes between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding that body of law applicable to conflicts of law that would apply the substantive law of another jurisdiction. Any suit or proceeding relating to this Agreement shall be brought only in the state and federal courts located in the State of New Jersey. The Parties hereby expressly consent to the exclusive personal jurisdiction of the New Jersey state courts situated in Morris County, New Jersey, and the United States District Court for the District of New Jersey. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or to object to venue with respect to any suit or proceeding brought under this Agreement.

15.9 Waiver. If either Party fails to exercise any right or option at any time under this Agreement, such failure will not be deemed a waiver of the exercise of such right or option at any other time or the waiver of a different right or option. Termination of this Agreement by either Party will not waive your obligation to make any payments to us under this Agreement.

15.10 Headings. The division of this Agreement into sections and the use of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "Agreement," "herein," "hereof," "hereunder" and similar expressions refer to this Agreement and not to any particular section or other portion hereof and include any Schedules or agreements supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to sections are to sections of this Agreement.

15.11 No Construction Against Drafter. The Parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

15.12 Counterparts. This Agreement may be executed in one (1) or more duplicate originals, all of which together shall be deemed one and the same instrument.

15.13 Severability. If any provision of this Agreement is determined to be void or unenforceable, the provision shall be deemed severed from the Agreement and the remainder of this Agreement shall continue in full force and effect.

15.14 Successors and Assigns. You agree that we may assign this Agreement or any of our rights and obligations hereunder without your consent. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and permitted assigns. Notwithstanding the above, you may not assign this Agreement or any of your rights or obligations hereunder without our express written consent.

15.15 Mediation. The Parties agree that all disputes arising under this Agreement or associated with the Products and/or Services may be submitted through non-binding mediation. Either party may request mediation which shall be conducted by a mutually acceptable and neutral Third-Party organization. If the Parties cannot resolve the dispute through negotiation or mediation, or choose

not to negotiate or mediate, either Party may pursue litigation.

15.16 Survival. The provisions of this Agreement that due to their content should have continuing life shall survive the termination of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement as of the Effective Date.

*By signing this Agreement, you represent that you are authorized to enter into this Agreement on behalf the Franchisee or Member named herein.

We: _____

By: _____
Name: _____
Title: _____

You: _____

By: _____
Name: _____
Title: _____

ATTACHMENT 1.1

Definitions

"**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify Permitted Users' identity and authorization to access and use the SaaS Solution.

"**Affiliate**" means any and all subsidiaries, affiliates, corporations, limited liability companies, partnerships, firms, associations, businesses, organizations, and/or other entities that directly or indirectly (either presently or in the future and/or through one or more intermediaries) control, are controlled by, or are under common control with, the subject entity (with respect to us, including our parent company, Wyndham Hotels & Resorts, Inc. and/or such entities).

"**Facility**" means the Location (as defined in the preamble to this Agreement), together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties existing or to be constructed at the Location on or after the effective date of the Franchise Agreement.

"**Franchise Agreement**" means the franchise agreement and/or license (however named) between you and us granting to you the non-exclusive right to operate the Facility under the System.

"**Guest Information**" means any names, e-mail addresses, phone numbers, mailing addresses and other information about guests and customers of the Facility, including, without limitation, stay information, that we or you, or a person acting on behalf of us or you, receives from or on behalf of the other or on behalf of any guest or customer of the Facility.

"**Hardware**" means the computer hardware, peripheral equipment, ancillary equipment, the operating system software and related documentation that you use for purposes of accessing and using the Products and/or Services.

"**Intellectual Property**" means any and all rights existing from time to time under patent law, copyright law, trademark law, trade secret law, and any other proprietary rights laws and regulations as well as any related applications, reissuances, continuations, continuations-in-part, divisionals, renewals, extensions, and restorations thereof, now or hereafter in force and effect anywhere in the world.

"**Permitted Use**" means use of the Products and/or Services by Permitted Users for the benefit of you solely in or for your business operations as contemplated for and in accordance with the Franchise Agreement.

"**Permitted User**" means a person who is authorized by us, or who is otherwise permitted under this Agreement, to access and use the Products and/or Services, including without limitation, You.

"**Third Party**" and "Third-Party" means persons and entities other than us or you or our respective Affiliates.

Location:_____
Unit No.:_____

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

This Schedule ("**Schedule**"), effective as of _____ ("**Schedule Effective Date**"), by and between _____, a _____ ("**Service Provider**," "**we**," "**our**," or "**us**"), and _____, a _____("**you**" or "**your**") is issued pursuant to and incorporates by reference the terms and conditions of the Master Information Technology Agreement, dated as of _____, entered into by and between us and you ("**Agreement**") for a _____® Facility. We and you shall each be referred to herein as a "**Party**" and together as the "**Parties**" to this Schedule.

1. GENERAL

1.1 Definitions. Capitalized terms used in this Schedule shall have the meanings ascribed to them in this Schedule, the attached Attachment 1.1, or the Agreement, as applicable, which may be updated or supplemented by us from time to time. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Franchise or Membership Agreement and are incorporated herein by reference.

1.2 Conflicts in Interpretation**.** The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Schedules attached hereto: (a) first, the terms contained in this Schedule; and (b) second, the terms of the Agreement, provided that no order of precedence shall be applied among any such Schedules.

1.3 Overview. The purpose of this Schedule is for us to provide you certain Products and/or Services offered by Oracle America, Inc. (the "**Oracle Products and/or Services**") and for Products and/or Services we offer you in connection with the Oracle Products and/or Services ("**Our Products and/or Services**"), as further set forth in this Schedule.

2. DESCRIPTION OF PRODUCTS AND/OR SERVICES

2.1 Authorization. Pursuant to the terms and conditions set forth in the Agreement and this Schedule, you authorize us to provide to you the Products and/or Services that are described in this Schedule and we agree to provide you with the Products and/or Services that are described in this Schedule.

2.2 Oracle Products and/or Services. We shall provide you with the Oracle Products and/or Services set forth in the attached Attachment 2.2.

2.3 Our Products and/or Services. We will provide you with Our Products and/or Services set forth in the attached Attachment 2.3. Our Products and/or Services include, but are not limited to, support for technology applications we may offer you from time to time, such as our Reservation System, as well as support of tools such as the Brand Information Source Portal, and activities related to PMS Vendor Management. For the avoidance of doubt, Our Products and/or Services do **not** include: (a) support relating to the OPERA databases, servers, application servers and/or storage, each of which are housed at a Oracle data center and not at the Facility; or (b) services relating to data backups, which shall be the Facility's responsibility.

2.4 Rate and Inventory Consulting Services. From time to time, we may provide services to you under our Central Rate and Inventory Support Program (the "**CRISP Services**") as described in Attachment 2.4 attached hereto, which we may update or supplement from time to time.

2.5 Additional Services. We may perform additional Services agreed to in writing by you and us from time to time, which may include additional fees to be agreed to by you and us.

3. GRANT OF RIGHTS

3.1 License. Subject to payment of all applicable Fees, we hereby grant to you the right to access, use and display the use the Products and/or Services, including the Oracle Product and/or Services, during the Term solely for the Permitted Use, solely by your Permitted Users and solely in accordance with the terms and conditions set forth in the Agreement and this Schedule. Except for the limited right expressly granted by the foregoing, all rights, title and interests in and to the Products and/or Services, including the Oracle Products and/or Services, are reserved to us or to any Third Party who licenses the Products and/or Services to us or to our Affiliates.

3.2 Our Responsibilities. We shall: (a) use commercially reasonable efforts to make the Products and/or Services available twenty-four (24) hours a day, seven (7) days a week, except for: (i) planned downtime, or (ii) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, labor strikes, Internet service provider failures or delays, or denial of service attacks; and (b) provide the Products and/or Services only in accordance with applicable laws and government regulations that govern the implementation of the Products and/or Services.

3.3 Your Responsibilities**.**

3.3.1 You shall: (a) be fully responsible for your Permitted Users' compliance with the Agreement and this Schedule, as applicable; (b) be responsible for the accuracy, quality and legality of Guest Information, to the extent collected by you or your employees, agents or representatives, and for the means by which you or your employees, agents or representatives acquire Guest Information; (c) prevent unauthorized access to or use of the Products and/or Services, and notify us promptly

of any such unauthorized access or use; and (d) use the Products and/or Services only in accordance with the Agreement, this Schedule, and applicable laws and government regulations. You shall not: (i) make Products and/or Services available to anyone other than your Permitted Users; (ii) sell, resell, rent or lease the SaaS Solution; (iii) use the Products and/or Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights of any Third Party; (iv) use the Products and/or Services to store or transmit software viruses, malicious code or other harmful files; (v) interfere with or disrupt the integrity or performance of the Products and/or Services or the data of any Third Party contained therein; or (vi) attempt to gain unauthorized access to the Products and/or Services or any related networks.

3.3.2 Your access and/or use of the Oracle Products and/or Services is governed by the service specifications and related documents that may be accessed at https://www.oracle.com/corporate/contracts/cloud-services (the "**Service Specifications**"), and you agree to comply with and be bound by such Service Specifications at all times while accessing or otherwise using the Oracle Products and/or Services. Any breach by you or your Permitted User shall be considered a material breach of the Agreement and this Schedule. Further, (i) Oracle will not create a separate Services environment for you, and all content (including your content and personal data) of yours will reside in a single, shared Services environment, and we and you and may be able to access, view, commingle, use, create, modify, delete, and transfer each other's content (including your content and personal data) in such Services environment; (ii) we will provide required notices and obtain required consents and/or authorizations to make such content available in the manner set forth in (i); (iii) content of yours may not be able to be exported, deleted or rendered inaccessible in, or made available for retrieval in its entirety outside of, the Services environment; (iv) your use of the Oracle Products and/or Services must not exceed the quantities and usage limits of such Oracle Products and/or Services ordered by you (including as described in the Service Specifications); (v) the Oracle Products and/or Services will be provided to you and your Permitted Users in accordance with standard capabilities and management, pursuant to the configurations established by us and under the same customer support identifier assigned to us; and (vi) we are the data controller (and Oracle is a data processor) for purposes of the Oracle Products and/or Services ordered and all rights and obligations under any data processing agreement are exercisable exclusively by us (including the right and responsibility of providing any instructions, including for data processing requirements, to Oracle), and Oracle has no obligation to ensure the compatibility or accuracy of the instructions provided to Oracle by us to you, and Oracle is not responsible for the effect of any conflicting instructions.

4. FEES AND PAYMENTS

4.1 Fees. You shall pay all fee amounts specified in Attachment 4.1 to this Schedule for the Products and/or Services set forth in the Schedule, including the Oracle Products and/or Services ("**Fees**"). If your franchise or membership involves the transfer of an existing Chain

Facility to us or changing affiliation of the Facility from one Wyndham Hotels & Resort, Inc.-owned franchise or membership system to another, you will be charged a transfer fee ("**Transfer Fee**"). You will also pay for all Additional Services as applicable.

4.2 Invoicing and Payments. Invoicing from us to you for the Product and/or Services under this Schedule shall be in accordance with the Agreement. Payments from you to us for the Product and/or Services under this Schedule shall be in accordance with the Agreement.

5. DISCLAIMER; NO WARRANTIES; TECHNICAL SPECIFICATIONS REQUIREMENTS

5.1 Disclaimer. We are not responsible for the loss of any data or for any viruses or malware infecting your systems. It is your responsibility to ensure that the Facility's data is adequately backed up at all times and that you maintain current updated anti-virus/anti-malware software at all times. Assistance with restoring lost data or with addressing an infected system may be provided as Additional Services.

5.2 No Warranties. EXCEPT WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS AND/OR SERVICES, ORACLE PRODUCTS AND/OR SERVICES, CRISP SERVICES OR ADDITIONAL SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY ORDER OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY MAY ATTAIN THROUGH THE USE OF THE CRISP SERVICES OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; AND (C) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM OUR PERFORMANCE OF SERVICES HEREUNDER. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI- MALWARE SOFTWARE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE PRODUCTS AND/OR SERVICES (INCLUDING THE ORACLE PRODUCTS AND/OR SERVICES) UNLESS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5.3 Technical Specification Requirements. To access and use the Product and/or Services, you must meet the technical specification requirements set forth on Attachment

5.3.

6. INDEMNIFICATION AND DAMAGE LIMITATION

6.1 Indemnification. In addition to your indemnification obligations set forth in the Agreement, you shall indemnify, defend and hold harmless us, our Affiliates, successors and assigns and each of the respective directors, officers and employees associated with them against all claims of employees, agents, guests, and all other persons and entities, arising out of the Products and/or Services (including the Oracle Products and/or Services), including, but not limited to, your failure to comply with this Schedule (which for purposes of clarity shall be deemed to include the Service Specifications). We shall not be liable to you or any other Third Party, person or entity for personal injury or property loss, including but not limited to, damage to the Facility. You are not obligated to indemnify us for our own negligence or our intentional misconduct.

7. TERM AND TERMINATION

7.1 Term. This Schedule will be effective from the Schedule Effective Date, and unless earlier terminated in accordance with this Schedule, shall continue in full force and effect for a period of three (3) years ("**Initial Term**"). After the Initial Term, this Schedule shall automatically renew for successive one (1) year periods unless either party provides not less than thirty (30) days' written notice of its desire not to renew.

7.2 Termination. In accordance with the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Schedule as of the Schedule Effective Date.

*By signing this Schedule, you represent that you are authorized to enter into this Schedule on behalf of the Franchisee or Member.

We: _____	**You:** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Our address:	**Your address:**
22 Sylvan Way	_____
Parsippany, NJ 07054, USA	_____
	_____

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES
ATTACHMENT 1.1

Definitions

"Additional Services" means services performed pursuant to this Schedule that are in addition to CRISP Services and Our Services, and may include, without limitation, services relating to hardware installation, hardware upgrades, data recovery, configuration, training, and debugging.

"Brand Information Source Portal" means an online gateway for communications and important notifications between us and you by providing access to reports, guest feedback, marketing resources, brand standards, quality assurance, training resources and online bill payment. As of the date of this Schedule, the Brand Information Source Portal is currently called MyPortal.

"Brand System" means the business format franchise or membership system and method of doing business defined under the Franchise or Membership Agreement.

"**CRISP Services**" means the Rate and Inventory Consulting Services as described above in Section 2.4 and in the attached Attachment 2.4 attached hereto, which we may update or supplement from time to time.

"Franchisee" means the person or entity set forth in the introductory paragraph of this Agreement, its successors and assigns, as permitted in the Franchise or Membership Agreement.

"Our Products and/or Services" means the Products and/or Services that we may provide to the Facility as described above in Section 2.3 and in the attached Attachment 2.3.

"PMS Vendor Management" means coordination of vendors in support of troubleshooting issues related to the Services.

"Products and/or Services" means the Oracle Products and/or Services and Our Products and/or Services, including the CRISP Services, as described in Section 2, and Attachment 2.2, Attachment 2.3 and Attachment 2.4, respectively, as well as any Additional Services.

"Reservation System" means the applicable computerized central reservation system, or any replacement thereof, that we maintain (directly or by subcontracting with an affiliate or one or more third parties) and/or use, for the purpose of allowing the placing and receiving of lodging reservations, as well as such other services as we may develop and provide in the future, upon conditions including fees which we, in our sole discretion, may place in effect under the Franchise or Membership Agreement.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES

ATTACHMENT 2.2

Oracle Products and/or Services

OPERA Foundation

Oracle OPERA Foundation is the basis of the Oracle Hospitality OPERA Suite offering a cloud-based property management system that offers, among other things, the following features and functionality:

- Access to application suite enabling common property management functions, up to a maximum of 30 functions;
- Access to standard reporting and integration platforms; and
- Access to standard online learning materials.

OPERA Standard

- Oracle OPERA Standard adds additional modules to OPERA Foundation and enables an additional 25 functions for a maximum of 55 functions of the Oracle OPERA Hospitality Suite.

OPERA Premium

- Oracle OPERA Premium adds additional modules to OPERA Foundation and enables access to more than 150 functions of the Oracle OPERA Hospitality Suite.

Either Oracle or we shall, as appropriate, provide first-level support for the Products and/or Services, which shall include OPERA and any additional interfaces included in the Oracle Products. Oracle may also provide various support Services, as may be necessary for the OPERA Products, including, among other things, Application provisioning, Product or interface installation Services, and training Services, as we may request of Oracle from time to time.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES

ATTACHMENT 2.3

Our Products and/or Services

Our Products and/or Services include the following:

1. Partnering with product and/or service providers to diagnose and resolve hotel facing network problems per established troubleshooting procedures.
2. Partnering with product and/or service providers to diagnose and resolve hotel facing interface problems per established troubleshooting procedures.
3. Partnering with product and/or service providers to diagnose and resolve hotel facing workstation configuration and environment problems.
4. Partnering with product and/or service providers to diagnose and resolve hotel facing host reservation services communication issues per established troubleshooting procedures.
5. Maintaining automated tracking support of all significant incidents.
6. Maintaining staff proficient on current software and functionality.
7. Partnering with product and/or service providers to diagnose and resolve issues related to tools that interface with the services and coordinating with third-party providers when necessary.
8. Providing either through us or Oracle, as appropriate, first-level support for the Products and/or Services, which shall include OPERA and any additional interfaces included in the Oracle Products.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ATTACHMENT 2.4

ORACLE PRODUCTS AND/OR SERVICES

CRISP SERVICES

Terms of CRISP Services

Franchisee agrees to establish the best available rate "**BAR**"; provided, however that Franchisee acknowledges and agrees that it will retain ultimate control over all rate audit decisions. Subject to the foregoing, Franchisee explicitly authorizes Franchisor to make adjustments to the Facility's rates, inventory and restrictions in order to comply with the Required Policies and Practices without advance notice to Franchisee. Franchisor shall not, however, change the BAR without authorization from Franchisee. In addition, Franchisee may modify or reverse any change Franchisor may make by notifying Franchisor, provided that such modification or reversal is consistent with the Required Policies and Practices. Franchisee's general manager shall be its primary representative who shall have the authority to make rate audit decisions for the Facility, unless Franchisee designates another Facility representative in writing to Franchisor. Franchisor may communicate with Franchisee's representative by telephone, e-mail or in another manner, and Franchisor may rely on any communication which Franchisor believes, in good faith, is from Franchisee's representative. Any know-how, algorithms, formulae, data, recommendations, documentation, software, or other materials or information that Franchisor furnishes to Franchisee in connection with the CRISP Services shall be deemed "Confidential Information" as defined in the Franchise or Membership Agreement and shall be subject to all prohibitions on disclosure, copying or use of Confidential Information under the Franchise or Membership Agreement.

Overview of CRISP Services

Property Audit & Setup

In consultation with the Facility representative, simplify rates and room type structures by:

- Verifying that all required rate plans are loaded correctly in the SaaS solution;
- Verifying that local rates are available for sale in the distribution channels selected by the Facility;
- Verifying that all brand standard rate plans are available for sale; and
- Verifying that all hotel specific data is accurate and up to date in all systems.

Rate & Inventory Management

Review inventory/rate visibility and consistency across all distribution channels. Key services include:

- Monitoring Facility inventory and rate settings in the SaaS solution;
- Identifying and advising Franchisee of erroneous rate plans;
- Monitoring rates across distribution channels and checking for accuracy in third party channels; and
- Coordinating participation in key corporate accounts and marketing programs.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES

ATTACHMENT 4.1

Fees

The following fees shall be payable by you for the Oracle Products and/or Solutions:

OPERA FOUNDATION	OPERA STANDARD	OPERA PREMIUM
Remote and On-site One-Time Set Up & Implementation Fee Includes up to six standard and four enhanced interfaces Additional interface installation fees range from $525 to $3,050 per interface		
Remote Set up & Installation		
$10,750	$13,950	$21,450
On-Site Set Up & Installation		
$15,100	$18,825	$28,425
OPERA Monthly Support, HTCS & CRISP Services Fees (Billed Monthly*) Additional interface support fees ranging from $0.12 - $0.36 per room/per month may apply *Monthly Support and Service Fees can be increased up to 5% each year.		
$8.50 per room/per month	$9.75 per room/per month	$11.25 per room/per month

Please note that your brand may require a specific level of the OPERA service listed above and may also determine whether set up and installation is remote or on-site.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES

ATTACHMENT 5.3

Technical Specification Requirements

To access and use the Product and/or Services, you must meet the technical specification requirements set forth in the Deployment Information located here:

https://docs.oracle.com/en/industries/hospitality/opera-cloud/23.1/

The Deployment Information referenced above is provided by Oracle and may be updated from time to time; we will notify you of any material change to the information when we receive notice of such a change from Oracle.

Location:_____
Unit No.:_____

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

This supplement ("**Supplement**") to Schedule to Master Information Technology Agreement ("**MITA**") entitled "Oracle Products and/or Services" ("**Oracle Schedule**"), effective as of _____ ("**Supplement Effective Date**"), by and between _____ ("**Service Provider**," "**we**," "**our**," or "**us**"), and _____ ("**you**" or "**your**") is issued pursuant to and incorporates by reference the terms and conditions of the MITA, dated as of _____, entered into by and between us and you ("**Agreement**") for a_____ ® Facility. We and you shall each be referred to herein as a "**Party**" and together as the "**Parties**" to this Supplement.

1. GENERAL

1.1 Definitions. Capitalized terms used in this Supplement shall have the meanings ascribed to them in this Supplement, the attached Attachment 1.1, the Oracle Schedule, or the Agreement, as applicable, which may be updated or supplemented by us from time to time. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Franchise or Membership Agreement and are incorporated herein by reference.

1.2 Conflicts in Interpretation**.** The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Supplement and the terms of any attachments attached hereto: (a) first, the terms contained in the attachments; and (b) second, the terms of this Supplement, provided that no order of precedence shall be applied among any such attachments.

1.3 Overview. The purpose of this Supplement is for us to provide you with a customized revenue management system known as "RevIQ," that was designed in collaboration with our third-party vendor, IDeaS, as further set forth in this Supplement (the "**RevIQ Products and/or Services**") as well as our own products and/or Services ("**Our Products and/or Services**"), which, either individually or collectively, shall be considered Products and/or Services as such term is used in the Agreement and the Oracle Schedule, as applicable.

2. DESCRIPTION OF PRODUCTS AND/OR SERVICES

2.1 Authorization. Pursuant to the terms and conditions set forth in the Agreement and this Supplement, you authorize us to provide to you the Products and/or Services that are

described in this Supplement and we agree to provide you with the Products and/or Services that are described in this Supplement.

2.2 RevIQ Products and/or Services. We shall provide you with the RevIQ Products and/or Services set forth in the attached Attachment 2.2.

2.3 Our Products and/or Services. We shall provide you with Our Products and/or Services set forth in the attached Attachment 2.3. For the avoidance of doubt, Our Products and/or Services do **not** include: (a) support relating to the OPERA databases, servers, application servers and/or storage, each of which are housed at an Oracle data center and not at the Facility; or (b) services relating to data backups, which shall be the Facility's responsibility.

2.4 Oracle Schedule. In order to access, use or otherwise benefit from the Products and/or Services pursuant to this Supplement, you must enter into and maintain an Oracle Schedule with us, and any terms and conditions applicable to your ability to access, use and/or otherwise benefit from the Products and/or Services, including the Oracle Products and/or Services, that are set forth in the Agreement or the Oracle Schedule shall apply to your ability to access, use and/or otherwise benefit from the RevIQ Products and/or Services set forth in this Supplement.

2.5 Additional Services. We may perform Additional Services agreed to in writing by you and us from time to time, which may include additional fees to be agreed to by you and us.

3. REVIQ SYSTEM USE RESTRICTIONS

3.1 In addition to any restrictions set forth in the Agreement and/or the Oracle Schedule, your and your Permitted Users' access and/or use of the RevIQ Products and/or Services is also subject to the RevIQ System Use Restrictions set forth in Attachment 3.1 (the "**RevIQ System Use Restrictions**"), and you and your Permitted Users agree to comply with and be bound by such RevIQ System Use Restrictions at all times while accessing or otherwise using the RevIQ Products and/or Services. Any breach by you or your Permitted Users shall be considered a material breach of the Agreement, the Oracle Schedule and this Supplement. You further agree that our third-party vendor, IDeaS, shall be a third-party beneficiary of this Supplement and you shall be responsible to, and shall indemnify and hold harmless, both us and IDeaS for any liability or damage incurred or arising from or related to use of the RevIQ Products and/or Services by you or your Permitted Users in a manner that violates the RevIQ System Use Restrictions.

4. FEES AND PAYMENTS

4.1 Fees. You shall pay all fee amounts specified in Attachment 4.1 to this Supplement for the RevIQ Products and/or Services and Our Products and/or Services set forth in the Supplement ("**Fees**"). If your franchise or membership involves the transfer of an existing Chain Facility to us or changing affiliation of the Facility from one Wyndham Hotels &

Resort, Inc.-owned franchise or membership system to another, you will be charged a transfer fee ("**Transfer Fee**"). You will also pay for all Additional Services, as applicable.

4.2 Invoicing and Payments. Invoicing from us to you for the Products and/or Services set forth in this Supplement shall be in accordance with the Agreement. Payments from you to us for the Products and/or Services under this Supplement shall be in accordance with the Agreement.

5. NO WARRANTIES; TECHNICAL SPECIFICATIONS REQUIREMENTS

5.1 No Warranties. IN ADDITION TO ANY WARRANTY DISCLAIMERS SET FORTH IN THE AGREEMENT AND/OR THE ORACLE SCHEDULE, EXCEPT WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS AND/OR SERVICES, THE REVIQ PRODUCTS AND/OR SERVICES, OUR PRODUCTS AND/OR SERVICES OR ADDITIONAL SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY ORDER OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT YOU MAY ATTAIN THROUGH THE USE OF THE PRODUCTS AND/OR SERVICES, THE REVIQ PRODUCTS AND/OR SERVICES, OUR PRODUCTS AND/OR SERVICES, OR ADDITIONAL SERVICES, OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; (C) WE MAKE NO REPRESENTATION OR WARRANTY THAT THE PRODUCTS AND/OR SERVICES, THE REVIQ PRODUCTS AND/OR SERVICES, OUR PRODUCTS AND/OR SERVICES, OR ADDITIONAL SERVICES, WILL (I) MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, (II) OPERATE WITHOUT INTERRUPTION, (III) ACHIEVE ANY INTENDED RESULT, (IV) BE ERROR FREE, OR (V) BE COMPATIBLE, WORK WITH OR CONTINUE TO WORK WITH ANY OF YOUR SYSTEMS OR COMPONENTS, AND THE PRODUCTS AND/OR SERVICES, THE REVIQ PRODUCTS AND/OR SERVICES, OUR PRODUCTS AND/OR SERVICES, OR ADDITIONAL SERVICES, ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS; AND (D) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM OUR PERFORMANCE OF SERVICES HEREUNDER. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI-MALWARE SOFTWARE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU

MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE PRODUCTS AND/OR SERVICES, THE REVIQ PRODUCTS AND/OR SERVICES, OUR PRODUCTS AND/OR SERVICES, OR ADDITIONAL SERVICES UNLESS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5.2 Technical Specification Requirements**.** To access, use and/or otherwise benefit from the RevIQ Products and/or Services, you must meet the technical specification requirements set forth on Attachment 5.3.

6. INDEMNIFICATION

6.1 Indemnification. In addition to your indemnification obligations set forth in the Agreement and the Oracle Schedule, you shall indemnify, defend and hold harmless us, our Affiliates, successors and assigns and each of the respective directors, officers and employees associated with them against all claims of employees, agents, guests, and all other persons and entities, arising out of the Products and/or Services set forth in this Supplement (including the RevIQ Products and/or Services, Our Products and/or Services or Additional Services), including, but not limited to, your failure to comply with this Supplement (which for purposes of clarity shall be deemed to include the RevIQ System Use Restrictions). We shall not be liable to you or any other Third Party, person or entity for personal injury or property loss, including but not limited to, damage to the Facility. You are not obligated to indemnify us for our own gross negligence or intentional misconduct.

7. TERM AND TERMINATION

7.1 Term. This Supplement will be effective from the Supplement Effective Date, and unless earlier terminated in accordance with this Supplement, shall continue in full force and effect for a period of one (1) year ("**Initial Term**"). After the Initial Term, this Supplement shall automatically renew for successive one- (1-) year periods unless either Party provides not less than thirty (30) days' written notice of its desire not to renew.

7.2 Termination. You may terminate this Supplement at any time upon sixty (60) days' prior written notice to us, but you shall be responsible for any and all Fees for the RevIQ Products and/or Services for the remainder of the then-current Term. Should you terminate this Supplement during an existing Term, you shall remain obligated to us for all Fees due and owing for the remainder of the then-current Term, and such remaining Fees shall become immediately due and payable by you. Any and all Fees set forth under this Supplement are non-refundable.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Supplement as of the Supplement Effective Date.

*By signing this Schedule, you represent that you are authorized to enter into this Schedule on behalf of the Franchisee or Member.

We: _____

By: _____
Name:_____
Title: _____

You: _____

By:_____
Name:_____
Title:_____

Our address:
22 Sylvan Way
Parsippany, NJ 07054, USA

Your address:
_____
_____
_____

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

ATTACHMENT 1.1

Definitions

These definitions set forth in this Attachment 1.1 are in addition to the definitions set forth in the Agreement and/or the Oracle Schedule.

"Additional Services" means services performed pursuant to this Supplement that are in addition to the RevIQ Products and/or Services and Our Products and/or Services, and may include, without limitation, services relating to data recovery, configuration, training, and debugging.

"Franchisee" means the person or entity set forth in the introductory paragraph of this Supplement, its successors and assigns, as permitted in the Franchise or Membership Agreement.

"Our Products and/or Services" means the Products and/or Services that we may provide to the Facility as described above in Section 2.3 and in the attached Attachment 2.3 to the Oracle Products and/or Services Schedule to the MITA.

"Products and/or Services" means the RevIQ Products and/or Services and Our Products and/or Services, as described in Section 2, and Attachment 2.2, and Attachment 2.3 and Attachment 2.4 to the Oracle Products and/or Services Schedule to the MITA, respectively, as well as any Additional Services.

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

ATTACHMENT 2.2

RevIQ Products and/or Services

RevIQ Standard

- RevIQ Standard is a customized revenue management system that offers, among other things, the following features and functionality:
    - A daily optimization, which generates optimal base-price decisions and hotel-level last room value ("**LRV**") for the next 365 days
    - Four (4) intra-day optimizations, which generates, optimal base-price decisions and hotel-level LRV for the next fourteen (14) days
    - A daily 365-day hotel-level occupancy forecast
    - Permitted User-configured pricing offsets for all non-base room types
    - Automated daily price decision upload for all room types to Sabre Central Reservations System ("**CRS**") and Oracle Opera Cloud after each optimization
    - Automated daily hotel-level LRV decision upload to Sabre CRS and Oracle Opera Cloud after each optimization
    - Permitted User-defined "Special Events" configuration
    - Permitted User-defined "Pricing Seasons" configuration
    - Permitted User-configured price "floors" and "ceiling" values for base price decisions by pricing season
    - Access to RevIQ Standard via both desktop and mobile devices
    - Smart alerts functionality for both desktop and mobile devices
    - Reporting capability available via desktop
    - Competitive set configuration displaying pricing from Permitted User configured hotel competitors via both desktop and mobile devices

RevIQ Premium

- RevIQ Premium adds additional functionality to RevIQ Standard and includes, among other things the following features and functionality:
    - Up to three (3) priced room classes that may be defined by a Permitted User

- Optimized hotel overbooking
- Permitted User-configured room type overbooking

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

ATTACHMENT 2.3

Our Products and/or Services

Our Products and/or Services include the following:

- Providing initialization services in conjunction with our third-partner partners and/or providers.
- Providing first-level support for the RevIQ Products and/or Services, which shall include:
    - Maintaining tracking system for all significant incidents; and
    - Maintaining staff proficient on current RevIQ Products and/or Services functionality
- In the event our first-level support fails to resolve an incident, we shall partner and/or coordinate with third-party providers, as may be necessary.
- Instructor-led, as well as self-paced, training provided by Wyndham University on the RevIQ Products and/or Services.

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

ATTACHMENT 3.1

RevIQ System Use Restrictions

.

- In no instance may the output of the RevIQ Products and/or Services be shared with any third parties (other than Service Provider or your Permitted Users).

- Neither you nor your Permitted User may sell, rent, lease, sublicense or otherwise provide access to the RevIQ Products and/or Services to any third parties (other than providing access to Service Provider (including its Affiliates) or your Permitted Users).

- Neither you nor your Permitted User may attempt to disassemble, decompile, reverse engineer, or otherwise attempt to recreate the source code of the RevIQ Products and/or Services.

- Neither you nor your Permitted User may use the RevIQ Products and/or Services to process third party data or as a service provider on behalf of third parties.

- Except to the extent allowed by law, neither you nor your Permitted User may use the RevIQ Products and/or Services or authorize any other party or entity to use the RevIQ Products and/or Services to develop a commercial offering or product directly or indirectly competing with an offering or product from our third-party vendor, IDeaS.

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

ATTACHMENT 4.1

Fees

The following fees shall be payable by you for the RevIQ Products and/or Services and **our Products and/or Services:**

Fees	☐ **RevIQ Standard**	☐ ***RevIQ Premium**
One-Time Initialization Fee	$750	$750
Monthly Recurring Fee	$177	$205

***If you elect RevIQ Premium Service you will be enrolled in RevIQ Standard Service for the first 90 days prior to receiving the RevIQ Premium Service. We reserve the right to assess your Facility and its performance to determine appropriate service level.**

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

ATTACHMENT 5.3

Technical Specification Requirements

- At the time of activation of the RevIQ Products and/or Services, you must have access to the Internet.
- At the time of activation of the RevIQ Products and/or Services, you must be operating on a Sabre SynXis CR and Oracle Opera Cloud property management system.
- You must perform nightly financial audits.
- Permitted User(s) must have access to Okta Single Sign On ("**SSO**") login functionality.
- Permitted User(s) must have access to the internet via desktop computer.
- Permitted User(s) must complete specified required training for the RevIQ Products and/or Services.

Location:_____
Unit No.:_____

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

Mobile Operating Platform

This Schedule ("**Schedule**"), effective as of _____ ("**Schedule Effective Date**"), by and between _____("**Service Provider**," "**we**," "**our**," or "**us**"), and _____ , a ___ _____ ("**you**" or "**your**") is issued pursuant to and incorporates by reference the terms and conditions of the Master Information Technology Agreement, dated as of _____ , entered into by and between us and you ("**Agreement**"). We and you shall each be referred to herein as a "**Party**" and together as the "**Parties**" to this Schedule.

1. GENERAL

1.1 Definitions. Capitalized terms used in this Schedule shall have the meanings ascribed to them in this Schedule, the attached Attachment 1.1, or the Agreement, as applicable, , which may be updated or supplemented by us from time to time. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Franchise or Membership Agreement and are incorporated herein by reference.

1.2 Conflicts in Interpretation**.** The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Schedules attached hereto: (a) first, the terms contained in this Schedule; and (b) second, the terms of the Agreement, provided that no order of precedence shall be applied among such Schedules.

1.3 Overview: The purpose of this Schedule is for us to provide you certain Products and/or Services in connection with a Mobile Operating Platform ("**MOP**"), which may include Employee Safety Device features ("**ESD**") and/or guest interaction texting system software ("**Guest Interaction**") (together, the MOP, ESD and the Guest Interaction shall be referred to as the "**MOP Products and/or Services**").

2. DESCRIPTION OF PRODUCTS AND/OR SERVICES

2.1 Authorization. Pursuant to the terms and conditions set forth in the Agreement and this Schedule, you authorize us to provide to you the Products and/or Services that are described in this Schedule and we agree to provide you with the Products and/or Services that are described in this Schedule.

2.2 MOP Products and/or Services. We shall provide you with the MOP Products and/or Services set forth in the attached Attachment 2.2.

2.3 Our Product and/or Services. We will provide you with Our Products and/or Services set forth in the attached Attachment 2.3. Our Services include, but are not limited to, implementation services, training services, maintenance and support services, and any Additional Services we may offer from time to time.

2.4 Additional Services. From time to time, we may provide you with Additional Services, for which we may charge you an additional fee. The additional fee, if any, for Additional Services will always be subject to your prior approval on a case-by-case basis.

3. GRANT OF RIGHTS

3.1 License. Subject to payment of all applicable Fees, we hereby grant to you the right to access, use and display the use the Products and/or Services, including the MOP Product and/or Services, during the Term solely for the Permitted Use, solely by your Permitted Users and solely in accordance with the terms and conditions set forth in the Agreement and this Schedule. Except for the limited right expressly granted by the foregoing, all rights, title and interests in and to the Products and/or Services, including the MOP Products and/or Services, are reserved to us or to any Third Party who licenses the Products and/or Services to us or to our Affiliates.

3.2 Permitted Use. You shall use the Products and/or Services, including the MOP Product and/or Services, only for the Permitted Use with respect to your business and operations as contemplated in the Franchise or Membership Agreement. You shall not load, store or otherwise use any software on or with the Products and/or Services, without our prior written consent, as the use of such software may adversely affect the operation and functionality of the Products and/or Services. If you violate this Section, the warranties set forth in the Agreement and/or this Schedule, as applicable, shall be void, and you shall be solely responsible for the cost of repair or replacement of the Products and/or Services, if any.

3.3 Your Responsibilities.

3.3.1 You shall: (a) be fully responsible for your Permitted Users' compliance with the Agreement and this Schedule, as applicable; (b) be responsible for the accuracy, quality and legality of Guest Information, to the extent collected by you or your employees, agents or representatives, and for the means by which you or your employees, agents or representatives acquire Guest Information; (c) prevent unauthorized access to or use of the Products and/or Services, and notify us promptly of any such unauthorized access or use; and (d) use the Products and/or Services only in accordance with the Agreement, this Schedule, and applicable laws and government regulations. You shall not: (i) make Products and/or Services available to anyone other than your Permitted Users; (ii) sell, resell, rent or lease the Products and/or Services; (iii) use the Products and/or Services to store or transmit infringing, libelous, or otherwise

unlawful or tortious material, or to store or transmit material in violation of the privacy rights of any Third Party; (iv) use the Products and/or Services to store or transmit software viruses, malicious code or other harmful files; (v) interfere with or disrupt the integrity or performance of the Products and/or Services or the data of any Third Party contained therein; or (vi) attempt to gain unauthorized access to the Products and/or Services or any related networks.

3.3.2 Your access and/or use of the MOP Products and/or Services may also be subject to an End User License Agreement ("**EULA**"). You agree to comply with, and be bound by, any such EULA at all times while accessing or otherwise using the MOP Products and/or Services. Any breach by you or your Permitted User of the EULA shall be considered a material breach of the Agreement and this Schedule.

3.3.3 Our Right to Obtain Access to Other Accounts and Services. Some of the Products and/or Services may require you to give us access to or require you to provide your login information and/or password information for accounts or Products and/or Services you may have with Third Party providers. When you provide this information to us or give us access to these Third Party accounts or Products and/or Services, you agree that all contracts and written agreements governing such access, login information and passwords provide the required contractual and legal rights to give us such access, login information and passwords. We agree that all such login information and passwords provided by you to us shall be considered your as Confidential Information and be treated as such by us in accordance with the Agreement and this Schedule.

4. FEES AND PAYMENTS

4.1 Fees. You shall pay all fee amounts specified in Attachment 4.1 to this Schedule for the Products and/or Services set forth in the Schedule, including the MOP Products and/or Services ("**Fees**"). If your franchise or membership involves the transfer of an existing Chain Facility to us or changing affiliation of the Facility from one Wyndham Hotels & Resort, Inc. -owned franchise or member system to another, you will be charged a transfer fee ("**Transfer Fee**"). You will also pay for all Additional Services as applicable.

4.2 Invoicing and Payments. Invoicing from us to you for the Product and/or Services under this Schedule shall be in accordance with the Agreement. Payments from you to us for the Product and/or Services under this Schedule shall be in accordance with the Agreement.

5. DISCLAIMER; NO WARRANTIES; TECHNICAL SPECIFICATIONS REQUIREMENTS.

5.1 Disclaimer. We are not responsible for the loss of any data or for any viruses or malware infecting your systems. It is your responsibility to ensure that the Facility's data is adequately backed up at all times and that you maintain current updated anti-virus/anti-malware software at all times. Assistance with restoring lost data or with addressing an infected system may be provided as Additional Services.

5.2 **No Warranties.** EXCEPT WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS AND/OR SERVICES, MOP PRODUCTS AND/OR SERVICES, CRISP SERVICES OR ADDITIONAL SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY ORDER OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY MAY ATTAIN THROUGH THE USE OF THE CRISP SERVICES OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; AND (C) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM OUR PERFORMANCE OF SERVICES HEREUNDER. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI- MALWARE SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF MESSAGING SERVICES FOR ELECTRONIC COMMUNICATION, SUCH AS SMS MESSAGING, EMAIL, TEXT MESSAGING OR OTHERWISE, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SUCH MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES, AS WELL AS OTHER HARDWARE AND SOFTWARE PROVIDERS. YOU FURTHER UNDERSTAND, ACKNOWLEDGE, AND AGREES THAT WE SHALL NOT BE RESPONSIBLE OR HAVE ANY LIABILITY FOR ANY SUCH DELAY, LACK OF DELIVERY, OR INCOMPLETENESS. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE PRODUCTS AND/OR SERVICES (INCLUDING THE MOP PRODUCTS AND/OR SERVICES) UNLESS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5.3 Technical Specification Requirements. To access and use the Product and/or Services, you must meet our technical specification requirements set forth on Attachment

6. INDEMNIFICATION AND DAMAGE LIMITATION.

6.1 Indemnification. In addition to the indemnification obligations set forth in the Agreement, you shall indemnify, defend and hold harmless us, our Affiliates, successors and assigns and each of the respective directors, officers and employees associated with them against all claims of employees, agents, guests, and all other persons and entities, arising out of the Products and/or Services (including the MOP Products and/or Services), including, but not limited to, your failure to comply with this Schedule (which, for purposes of clarity, shall be deemed to include the EULA). We shall not be liable to you or any other Third Party, person or entity for personal injury or property loss, including but not limited to, damage to the Facility. You are not obligated to indemnify us for our own negligence or our intentional misconduct.

7. TERM AND TERMINATION.

7.1 Term. This Schedule will be effective from the Schedule Effective Date and shall continue in full force and effect until termination of the Franchise or Membership Agreement, unless earlier terminated in accordance with the terms and conditions of this Schedule ("**Term**").

7.2 Termination. This Schedule may only be terminated in accordance with the Agreement. Notwithstanding the foregoing, unless otherwise required as a brand standard, either you or we may terminate this Schedule or any of the Products and/or Services provided under this Schedule upon not less than thirty (30) days' written notice to each other, unless a shorter period of time may otherwise be required by law, statute or regulation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Schedule as of the Schedule Effective Date.

*By signing this Schedule, you represent that you are authorized to enter into this Schedule on behalf of the Franchisee or Member.

We: _____

By: _____
Name: _____
Title: _____

Our address:
22 Sylvan Way
Parsippany, NJ 07054, USA

You: _____

By: _____
Name: _____
Title: _____

Your address:
_____
_____
_____

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 1.1

Definitions

"Additional Services" means services performed pursuant to this Agreement that are in addition to CRISP Services and HTCS Services, and may include, without limitation, services relating to hardware installation, hardware upgrades, data recovery, configuration, and debugging.

"Brand Information Source Portal" means an online gateway for communications and important notifications between us and you by providing access to reports, guest feedback, marketing resources, brand standards, quality assurance, training resources and online bill payment. As of the date of this Agreement, the Brand Information Source Portal is currently called MyPortal.

"Brand System" means the business format franchise or member system and method of doing business defined under the Franchise or Membership Agreement.

"Our Products and/or Services" means the Products and/or Services that we may provide to the Facility as described above in Section 2.3 and in the attached Attachment 2.3.

"PMS Vendor Management" means coordination of vendors in support of troubleshooting issues related to the Services.

"Products and/or Services" means the MOP Products and/or Services and Our Products and/or Services, as described in Section 2, Attachment 2.2 and Attachment 2.3, respectively, as well as any Additional Services.

"Reservation System" means the applicable computerized central reservation system, or any replacement thereof, that we maintain (directly or by subcontracting with an affiliate or one or more third parties) and/or use, for the purpose of allowing the placing and receiving of lodging reservations, as well as such other services as we may develop and provide in the future, upon conditions including fees which we, in our sole discretion, may place in effect under the Franchise or Membership Agreement.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 2.2

MOP PRODUCTS AND/OR SERVICES

Product	Description of Product and/or Services
MOP	MOP is a cloud-based management software system that provides a workflow solution to manage recurring and real-time tasks at a Facility, including housekeeping, front desk and maintenance teams. MOP can be accessed via a browser of a computing device, e.g., a handheld device, laptop, or desktop. MOP currently includes, among other things, the following capabilities, features, and benefits: • Streamlines and optimizes commonly executed tasks; • Provides real-time updates in both OPM and SynXis property management system; • Utilizes wireless communications to send and receive updates; • Utilizes a web-based interface that is compatible with any web-enabled device; and • Is customizable to seamlessly integrates with a SynXis property management system. *Facility will be responsible for providing all computer devices and other software needed to run MOP.
ESD	The ESD is an optional, add-on feature (for an additional fee) that allows Facility staff members, when carrying a handheld device utilizing MOP, to have access to a panic button from whatever screen they are working on. Pushing the "panic button" activates the camera and microphone on a staff member's device alerting other staff members to the last known location of the staff member who activated the "panic button" within the Facility. The ESD features are not an emergency response system and should not be relied upon in any emergency response plans or policy, but merely meant to supplement a Facility's worker notification systems. The ESD feature does not contact 911 or any other

	emergency response professionals, nor does it contact anyone outside of the MOP system, and cannot be used for such.
Guest Interaction	Guest Interaction is a cloud-based optional, add-on feature (for an additional fee) that allows a Facility and/or Facility staff members to interact via text with a Facility's guests. The Guest Interaction features can be accessed via a browser of a computing device, e.g., a handheld device, laptop, or desktop. The Guest Interaction service currently includes, among other things, the following capabilities, features, and benefits: • Enables proactive communication between Facility and guests; • Streamlines and optimizes commonly executed tasks; • Seamlessly integrates with MOP and SynXis property management system; • Allows guests to "opt-out" at any time should they no longer wish to participate; and • May be paired with digital room key/mobile check-in. *Property will be responsible for providing all computer devices and other software needed to run the Guest Interaction features.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 2.3

OUR PRODUCTS AND/OR SERVICES

Our Products and/or Services include the following:

1. Providing installation and implementation Services for the Product and/or Services, as necessary.

2. Providing administrative and staff training and instructional services for the Products and/or Services, as necessary**.**

3. We will provide first level support for the Products and/or Services. In the event first level support fails to resolve any maintenance or support issues (e.g. Defects and DCRs) for the Products and/or Services, we will provide second level support by submitting a case with the appropriate Third Party provider of the Products and/or Services and provide follow-up.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 4.1

FEES

☐ MOP	$.60 per room per month
☐ Plus ESD	Additional $35 per month
☐ Plus Guest Interaction	Additional $0.85 per room per month

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 5.3

TECHNICAL SPECIFICATIONS REQUIREMENTS

1. A property management system approved by us.

2. For MOP:

   - Any tablet or computer utilizing Chrome Browser (Version 60 and above)

3. For ESD:

   - Any Wi-Fi Compatible device (No service plan needed) utilizing Chrome Browser (Version 60 and above)
   - A generic e-mail to be used by each of your Permitted Users
   - A Wi-Fi system at the Facility

4. For Guest Interaction:

   - Any Wi-Fi Compatible device (No service plan needed) utilizing Chrome Browser (Version 60 and above)
   - A generic e-mail to be used by each of your Permitted Users
   - A Wi-Fi system at the Facility

[Page Intentionally Left Blank]

EXHIBIT C-3

[Page Intentionally Left Blank]

HOSTED SERVICES AGREEMENT FOR HOSTED GATEWAY SERVICES

This Hosted Services Agreement for Hosted Gateway Services (this "Agreement") is entered into as of the Effective Date (indicated below) by and between the entity identified below as the Customer and Elavon, Inc. ("Elavon"). This Agreement governs the Customer's receipt and use of the services described below.

This Agreement consists of this signature page and the Terms and Conditions included in Schedule A to the Hosted Services Agreement for Hosted Gateway Services, which is accessible at the URL specified below and incorporated into this Agreement by reference. Customer shall also execute the Safe-T Suite Services Addendum at Appendix A to this Agreement in connection with the tokenization and encryption services being provided thereunder:

☒ **Schedule A - Terms and Conditions, available at https://www.elavon.com/~/media/Files/wyndham.pdf**

☒ **Appendix A – Safe-T Suite Services Addendum (separately executed)**

Hosted Gateway Services

Hosted Gateway Services: As further set forth in this Agreement, Elavon will provide Customer the services described in this paragraph (the "Hosted Gateway Services"). The Hosted Gateway Services will support Payment Device authorization data and facilitate the transmission of authorization and settlement information related to Transactions to and from various Origination Points (e.g., property management systems (PMS), point of sale systems (POS) and/or other Payment Device data capture integrations) used by Customer as mutually agreed to between Elavon and Customer. The Hosted Gateway Services shall submit Transactions received from an Origination Point in accordance with this Agreement to the Destination Point (or Payment Services Entity) designated by Customer for authorization, and will return to the Origination Point the authorization response message received from such Destination Point (or Payment Services Entity). A list of Payment Devices and Transaction types supported by the Hosted Gateway Services is available from Elavon upon request.

The Hosted Gateway Services include a browser-based user interface, the Service Web Site that provides Customer with the functionality for batch management, settlement balancing and research and reporting of Transactions. System reporting shall be available to all Authorized Users via secure password and log-on access. Customer acknowledges and agrees that the system reporting and application features and services available to Customer may vary depending on the Elavon Services used by Customer.

Term: Unless otherwise terminated as set forth in the Agreement, this Agreement will remain in effect for a period of five (5) years (the "Initial Term") from the Effective Date. Following the Initial Term, this Agreement will automatically renew for a period of successive one (1) year terms (each a "Renewal Term" and together with the Initial Term, the "Term") unless a party provides written notice to the other party of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term.

Territory: For purposes of this Agreement, the "Territory" shall be defined as the United States and Canada.

THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SCHEDULE A, IS THE COMPLETE AND ENTIRE UNDERSTANDING AND AGREEMENT OF THE PARTIES REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR WRITTEN OR ORAL AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY PURCHASE ORDER OR PROPOSAL.

[Signature on Next Page]

IN WITNESS WHEREOF, Customer has caused a duly authorized representative to execute this Agreement on behalf of Customer as of the date accepted and executed, as provided below.

_____,
(the "CUSTOMER")(DBA Name)

Address:

_____

_____

By: _____

Name: _____

Title: _____

Date:
("Effective Date")

SAFE-T SUITE SERVICES ADDENDUM TO HOSTED SERVICES AGREEMENT

THIS SAFE-T SUITE SERVICES ADDENDUM is entered into as of the Addendum Effective Date indicated below by and between Elavon, Inc. ("Elavon") and the party identified as "Customer" below. This SAFE-T Suite Services Addendum is an addendum to and supplements that certain Hosted Services Agreement (the "Agreement") entered into by and between Customer and Elavon and having an Effective Date of_____. This SAFE-T Suite Services Addendum is governed by and is part of the Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (including Schedule A thereto).

This SAFE-T Suite Services Addendum consists of this signature page, the SAFE-T Suite Terms and Conditions and the relevant Exhibits specified below for each of the selected items, each of which is incorporated in full by this reference. The SAFE-T Suite Terms and Conditions and the Exhibits are available at https://www.elavon.com/~/media/Files/wyndham.pdf.

Fees: The following Exhibit shall apply to Customer in connection with this SAFE-T Suite Services Addendum:

☒ Exhibit A (Fees)

SAFE-T Suite Services: Customer will be receiving each of the following Services:

☒ Tokenization Services
☒ Encryption Services

Encryption Services and Simplify Software and Support: Customer will be receiving each of the following items:

☒ Encryption Terminal Software Licensed from Elavon (*For this item, Exhibit C shall apply to Customer in connection with this SAFE-T Suite Services Addendum.*)
☒ Simplify License and Support (*For this item, Exhibit F shall apply to Customer in connection with this SAFE-T Suite Services Addendum.*)

Terminal Lease or Purchase: Select whether Customer elects to lease or purchase the terminals:

☐ Lease – Customer elects to lease the terminals (*if this box is checked, Exhibit D shall apply to Customer in connection with this SAFE-T Suite Services Addendum.*)
☐ Purchase – Customer elects to purchase the terminals (*if this box is checked, Exhibit E shall apply to Customer in connection with this SAFE-T Suite Services Addendum.*)

Terminal Type and Bundle Selection: Please select the applicable option:

☐ OPTION 1: Ingenico iPP320 EMV Terminal, Simplify License and Support, Voltage Encryption, Cabling, Power Supply, Commbox, Deployment (when "Lease" is selected above, the Premium Advanced Exchange Program and Premium Repair Warranty Program are included in the bundle).
☐ OPTION 2: Ingenico ISC250 EMV Terminal, Simplify License and Support, Voltage Encryption, Cabling, Power Supply, Commbox, Deployment (when "Lease" is selected above, the Premium Advanced Exchange Program and Premium Repair Warranty Program are included in the bundle).

Number of Terminals: Please select the number of terminals (minimum of 2 terminals is required; if the number of terminals is not specified, 2 terminals will be deemed to have been selected):

☐ 2 Terminals
☐ 3 Terminals
☐ 4 Terminals
☐ More than 4 Terminals (insert number of Terminals): _____

Optional Additional Warranty Programs: This applies for the "Purchase" election only (for the "Lease" election, these items are included in the bundle).

☐ Premium Advanced Exchange Program and Premium Repair Warranty Program

THIS SAFE-T SUITE SERVICES ADDENDUM, INCLUDING THE SAFE-T SUITE TERMS AND CONDITIONS AND EXHIBITS INCORPORATED HEREIN, IS THE COMPLETE AND ENTIRE UNDERSTANDING OF THE PARTIES REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR WRITTEN OR ORAL AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY PURCHASE ORDER OR PROPOSAL.

IN WITNESS WHEREOF, Customer has caused a duly authorized representative to execute this SAFE-T Suite Services Addendum on behalf of Customer as of the Addendum Effective Date, as provided below.

_____,
"CUSTOMER" (DBA Name)

By: _____
(Signature)

Name: _____
(Printed Name)

Title:

Date:
("Addendum Effective Date")

EXHIBIT C-4

[Page Intentionally Left Blank]

THREE-PARTY AGREEMENT

This Three-Party Agreement (the "Agreement") is made and entered into as of _____, 20__ by and among _____ ("Lender"); _____ ("Franchisee"); and _____ ("Franchisor" or "Company"). Lender, Franchisee, and Franchisor each are referred to as a "Party" and collectively are referred to as the "Parties."

RECITALS

A. The Franchise Agreement. Franchisee and Franchisor entered into that certain franchise, license or membership agreement, dated _____, 20____ (the "Franchise Agreement"), related to a guest lodging facility located at _____, designated as Unit #_____ (the "Facility"). The Franchise Agreement and certain ancillary agreements related to the Franchise Agreement collectively are referred to as the "Primary Agreements." Pursuant to the Primary Agreements, Franchisee operates the Facility as a _____® franchised location. Capitalized terms used and not defined in this Agreement shall have the meanings given to them in the Franchise Agreement.

B. The Loan. Lender has advanced or is about to advance funds to Franchisee and desires to be granted certain rights in respect of the Franchise Agreement as part of the collateral security for its loan. Franchisee has requested that Company consent to the conveyance of a security interest in the Franchise Agreement and grant certain other rights to Lender. Company will issue its consent to the collateral assignment of the Franchise Agreement and will grant such rights subject to the terms and conditions of this Agreement and the undertakings by Lender and Franchisee set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions, representations, promises, covenants, and consideration set forth below, the sufficiency of which are hereby acknowledged as good, valuable, and adequate consideration, and intending to be legally bound, the Parties agree as follows:

1. **Status of Primary Agreements.**

1.1 Company and Franchisee represent that the Primary Agreements are in full force and effect and there are no uncured notices of default issued by Company or Franchisee under the Primary Agreements as of the date of this Agreement.

1.2 This Agreement is not intended to be, nor shall it be construed to create, a novation, accord and satisfaction, or compromise of the obligations of Franchisee under the Primary Agreements or any other obligation of Franchisee or any Guaranty to Company. Franchisee agrees that the terms of the Franchise Agreement shall be strictly adhered to on and after the date of this Agreement.

2. **Company Consent; No Representations or Warranties.**

2.1. Company consents to the collateral assignment of, and granting of a security interest in, the Franchise Agreement by Franchisee to Lender as partial security for Franchisee's obligations to Lender, subject to the terms and conditions of this Agreement. Unless and until Lender notifies Company in writing that it has exercised its rights to the collateral as the secured party under the collateral assignment and that it has assumed the benefits and obligations of the Primary Agreements (and without limiting Lender's obligations under Section 4 of this Agreement), Company may rely on Franchisee's authority to act on its own behalf on all matters relating

to the Primary Agreements and the franchise relationship between Company and Franchisee.

2.2. Company has not provided, and in entering into this Agreement is not providing, any representation, endorsement, or recommendation to or about any other Party; about any representation that either Lender or Franchisee may have made to the other; or otherwise pertaining to the loan.

2.3. This Agreement shall not be deemed a waiver of or consent by Franchisor or Franchisee to any defaults under the Primary Agreements arising after the date of this Agreement. Franchisee agrees that defaults arising after the date hereof under the Franchise Agreement shall not be deemed to have been waived, released, or cured by virtue of the execution of this Agreement.

3. **Franchisee Defaults.** The following provisions apply to Franchisee's defaults under the Primary Agreements and events that give the Company the right to terminate the franchise relationship:

3.1. If Company issues a notice of default to Franchisee, Company will notify Lender of such default or event by sending a copy of the default notice to Lender as and when sent to Franchisee, or by separate written notice. **Company's failure to give notice to Lender shall not affect Company's rights under the Primary Agreements with regard to Franchisee, nor shall Company be liable to Lender for any damages resulting directly or indirectly from such failure.**

3.2. Lender may undertake to cure such default on behalf of Franchisee, but is not obligated to do so. Unless Company otherwise consents in writing, Lender's time to cure the default will be the same as Franchisee's time to cure, if any, under the terms of the Primary Agreements and the default notice.

4. **Lender Possession of Facility.** The following provisions apply when and if Lender forecloses on the Facility or otherwise acquires, directly or through an affiliate, title to or possession of the Facility.

4.1. Lender automatically, and without further action, shall succeed to and assume all of the rights and obligations of Franchisee under the Primary Agreements as of the date Lender or an affiliate takes actual or constructive possession of the Facility (the "Possession Date"). Lender agrees to and shall sign and deliver to Company an assignment and assumption agreement to confirm its assumption of the Primary Agreements, or to execute and deliver such other similar agreement as may be acceptable to Company, and to pay Company an administrative fee of $7,500 promptly after the Possession Date. Failure to execute such document or documents and pay the required administrative fee within thirty (30) days following Possession Date will constitute a material breach of this Agreement and of the Franchise Agreement (entitling Franchisor to terminate the Franchise Agreement) and shall not relieve Lender of its obligations as "Franchisee" or "Member" under the Franchise Agreement, as applicable.

4.1.1. Regardless of the execution and delivery of the documents and payment referenced in Section 4.1 by Lender, as of the Possession Date the Primary Agreements (i) shall be deemed ratified and affirmed in their entirety by Lender; and (ii) shall become binding and enforceable upon Lender. As of the Possession Date, Lender will be the successor to Franchisee and will be responsible to remedy all defaults of the Franchisee under the Primary Agreements capable of being cured by Lender and to perform in the capacity of "Franchisee" or the "Member," as applicable, under the Primary Agreements in all respects.

4.2. Lender or its affiliate shall provide the Company with proof of insurance meeting the requirements under the Franchise Agreement and System Standards within five (5) business days after the Possession Date.

4.3. Company will furnish Lender with Franchisee's franchise accounts receivable aging statements on request. Lender will pay any undisputed amounts shown on such statements within fifteen (15)

days after receipt. The Parties will cooperate and work diligently to resolve any franchise account disputes.

4.4. Lender must cure any quality assurance default of Franchisee pending as of the Possession Date within sixty (60) days after the Possession Date or enter into a quality improvement agreement with the Company within thirty (30) days after the Possession Date to cure the defaults. In either case, Lender must restore, to Company's satisfaction, the quality assurance scores of the Facility to the entry level required for conversion Chain Facilities within one hundred twenty (120) days after the Possession Date. Company will furnish Lender with a copy of the latest quality assurance inspection report generated before the Possession Date at Lender's request.

4.5. Any subsequent Transfer of the Facility after the Possession Date by Lender or its affiliate shall be governed by the Transfer provisions of the Franchise Agreement.

5. **Receiver.** The following provisions apply if Lender requests, causes, or participates in the appointment of a receiver for the Facility or Franchisee (a "Receiver"). In such event, Company may exercise its right to terminate the franchise or the Primary Agreements, unless (i) Lender or Receiver remedies all defaults of Franchisee then pending under the Primary Agreements within thirty (30) days after the appointment of Receiver; (ii) Receiver operates the Facility in compliance with the Primary Agreements and pays all fees accruing under the Primary Agreements during the period of the receivership; (iii) Receiver signs and delivers to Company a temporary operator's agreement or such other similar agreement as may be acceptable to Company (the "TOA") within five (5) days after appointment of Receiver; and (iv) Receiver pays Franchisor a $7,500 administrative fee upon execution of the TOA.

6. **Lender Action, Generally.** If Lender (i) commences any judicial or non-judicial action seeking the appointment of a Receiver, or (ii) commences any judicial or non-judicial foreclosure or similar action because of any default by Franchisee under the terms of its agreements with Lender (in any case, a "Lender Action"), then Lender shall notify the Company in writing of such Lender Action. Lender will send the Company copies of any related pleadings, notices, agreements, or other documents published, sent, or filed by the Lender in a Lender Action.

7. **Insolvency of Franchisee.** In the event any bankruptcy, insolvency, receivership, or similar case is filed by or against Franchisee, then, subject to any automatic stay that may be imposed, Franchisor may exercise its rights and remedies under the Primary Agreements whether or not Lender obtains relief to foreclose upon or take possession of all or any part of the Facility.

8. **Franchisee Consent.** Franchisee consents to the provisions of this Agreement. Franchisee also consents to the transmittal of any and all information between Lender and Company from time to time about Franchisee's account with Company, the status of the Primary Agreement, the franchise relationship, and the loan or loans from Lender.

9. **No Assignment by Lender; Replacement Comfort Lender.**

9.1. Lender shall assign this Agreement to any (i) affiliate of Lender that acquires the Lender's interest in the mortgage or other loan to which this Agreement relates; and (ii) entity that acquires the Lender (or is the survivor of any merger or similar reorganization of the Lender), provided, in each case, that Lender need not assign this Agreement if it retains the right and obligation to service the loan on behalf of its successor-in-interest. Lender shall notify Company of such an assignment within fifteen (15) days following the assignment.

9.2. Company will issue a replacement three-party agreement, substantially similar in form to the three-party agreement then-disclosed in Company's franchise disclosure document, if (a) Lender (i)

appoints a third-party servicing agent to service the loan; (ii) transfers the loan to a successor mortgagee that is a financial institution in the business of routinely financing real estate transactions, or (iii) designates a trustee of a trust established in connection with the securitization of the loan; provided, in each case, that such transferee is reasonably acceptable to Company; and (b) Company receives a written request to issue a replacement three-party agreement within 30 days of the date of such appointment or transfer. Company reserves the right to charge an administrative fee for such replacement three-party agreement. Any such replacement three-party agreement shall supersede and replace this Agreement.

10. **Termination of Agreement.** This Agreement terminates automatically when (i) Company or Franchisee terminates the license or the Primary Agreements in accordance with their terms after giving Lender any notice required under this Agreement; (ii) Lender no longer has a security interest in the Facility or Lender's loan is paid in full; (iii) the term of the license under the Franchise Agreements expires; (iv) Lender assumes the Primary Agreements under the terms of this Agreement; or (v) Lender assigns its interest in the loan to a third party other than as expressly permitted by Section 9.1 of this Agreement. There is no equitable right of redemption applicable to this Agreement.

11. **Miscellaneous.**

11.1. Recitals. The statements and representations set forth in the Recitals above are fully affirmed by each Party and incorporated herein by reference with the same force and effect as if restated at length at this point.

11.2. Construction of the Agreement.

11.2.1. The Parties agree that the terms and language of this Agreement were the result of negotiations among the Parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against any Party. Any controversy over the construction of this Agreement shall be decided without regard to events of authorship or negotiation.

11.2.2. Except as expressly stated otherwise in this Agreement, the provisions of the Franchise Agreement governing the following terms shall apply equally to this Agreement: waiver of jury trial; partial invalidity; waivers, modifications, and approvals; choice of law; venue; dispute resolution; and force majeure. For purposes of this Agreement, references to "you" in such provisions shall include Lender.

11.3. Entire Agreement. This Agreement represents all of the terms and conditions of the agreement between the Parties with respect to the subject matter described. There have been no representations, warranties, promises, inducements, or considerations of any kind given with respect to the transactions described except as expressly memorialized in this Agreement.

11.4. Headings. Headings, titles and captions preceding the sections of this Agreement are provided for convenience of reference and shall not be used to explain or to restrict the meaning, purpose or effect of any provision to which they refer

11.5. Binding Nature; Third Parties. This Agreement is binding on the Parties and the respective permitted successors, heirs, executors, and assigns of each of them. This Agreement is solely for the benefit of the Parties and is not intended to, nor does it, create any third-party beneficiary.

11.6. Counterparts. This Agreement may be executed by one or more of the Parties to this Agreement on any number of separate counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed via facsimile or electronic signature.

11.7. Legal Fees. Except set forth herein, all Parties to this Agreement shall bear their own costs and attorneys' fees related to the negotiation and execution of this Agreement. Should a Party to this Agreement initiate an action arising out of this Agreement, including but not limited to enforcing its terms, it is agreed that the prevailing party in such actions shall be entitled to reimbursement of reasonable attorneys' fees and costs from the non-prevailing party.

11.8. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered (i) by facsimile transmission with confirmation original sent by first class mail, postage prepaid; (ii) by delivery service, with proof of delivery; or (iii) by first class, prepaid certified, or registered mail return receipt requested. Email addresses listed below are included for the convenience of the Parties only and not for the provision of notice under this Agreement.

To Company:

_____
22 Sylvan Way
Parsippany, New Jersey 07054
Attention: Vice President, Contract Compliance
Email Address: Suzanne.Fenimore@Wyndham.com

To Lender:

_____
Address _____
_____
Attention:_____
Fax Number:_____
Email Address:_____

To Franchisee:

_____
Address _____
_____
Attention:_____
Fax Number:_____
Email Address:_____

Each of the undersigned, intending to be legally bound hereby, has executed this Agreement as of the date first written above.

COMPANY:

_____

By:_____
Name:_____
Title:_____

LENDER:

_____

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

[Page Intentionally Left Blank]

REQUEST FOR THREE-PARTY AGREEMENT

TO: Vice President, Contracts Compliance

_____ ("Franchisor")

RE: Current or Proposed Brand _____

Unit No.:_____ ("Facility")

Located or to Be Located at _____
Current or Proposed Franchisee/Member Name:_____("Franchisee")

DATE: _____, 20__

The undersigned duly-authorized representative of Franchisee requests that Franchisor offer and issue a Three-Party Agreement ("TPA") in favor of the "Lender" named below for the purpose of inducing Lender to loan funds (the "Loan") to Franchisee secured by Franchisee's interest in the Facility. Franchisee understands and agrees to the following conditions that apply to the offer and issuance of the TPA. If Franchisee is not currently a party to a franchise agreement with Franchisor pertaining to the Facility, **the offer and issuance of the TPA by Franchisor will be subject to the execution of such a franchise agreement** (the franchise agreement, including all amendments and ancillary agreements, the "Franchise Agreement"); the payment of an initial fee or affiliation fee, as applicable; and Franchisor's receipt of such other documents Franchisor deems necessary to consummate the closing of the Franchise Agreement.

1. Franchisee agrees to and submits herewith a non-refundable fee in the amount of $1,000 ("TPA Fee"), which must be paid to Franchisor prior to, and in partial consideration for, Franchisor's review of the request for a TPA. The TPA Fee is non-refundable even if Franchisor and Lender do not enter into a TPA.

2. Franchisee authorizes Franchisor to release (and consents to the transmittal of) any and all information about Franchisee's account with Company, the status of the Franchise Agreement and the franchise relationship, the results of any quality assurance inspections, and guest complaints to Lender and its counsel (but Franchisor is under no obligation to do so). Franchisor may provide a copy of the Franchise Agreement to Lender, but is not required to do so, and Franchisee solely is responsible for ensuring that Lender has a full and complete copy of the Franchise Agreement if Lender requests the same. Franchisee represents and warrants to Franchisor that Franchisee has disclosed to Lender the current status of the Franchise Agreement and Franchisee's performance under the same and that Franchisee will advise Lender of any changes in that status through the time of closing of the Loan.

3. Franchisee requests that upon receipt of this request form executed by Franchisee and its guarantor or guarantors, Franchisor prepare and offer to Lender its standard form of TPA, which

will require Lender or an affiliate to assume the Franchise Agreement for the Facility and cure Franchisee's defaults if Lender or an affiliate takes possession of the Facility.

4. Franchisee acknowledges and confirms that Franchisor shall be indemnified and held harmless by Franchisee and each guarantor of Franchisee's obligations under the Franchise Agreement against any claim, liability, judgment, settlement, cause of action, and damage award in favor of Lender against Franchisor arising from or relating to Franchisee's breach of this request or the TPA; that such indemnification shall be subject to the indemnification provision of the Franchise Agreement; and that Franchisee's indemnification obligation represents partial consideration from Franchisee for Franchisor to review this request and to offer and issue the TPA. Franchisee acknowledges Franchisor is under no obligation to offer or issue the TPA, which inures to the primary benefit of Franchisee and its guarantor or guarantors.

5. Franchisee acknowledges that Franchisor has no obligation to modify its standard form of TPA and shall have no liability to Franchisee or any guarantor as result of the inability of Lender and Franchisor to reach agreement on the language of the TPA or the failure of Lender and Franchisor to execute the TPA for any other reason. Franchisee and each guarantor jointly and severally release any and all causes of action and claims against Franchisor arising from the furnishing to Lender information about the Facility, the Franchise Agreement, or Franchisee under this request or the TPA, or the denial of the Loan or refusal to close the Loan arising from the inability of the parties to agree upon and execute a mutually-acceptable TPA, or for any other reason.

6. Franchisee covenants to forward to Lender copies of all default notices from Franchisor sent to Franchisee that the Loan documents require that Lender receive.

7. If Franchisee requests certain changes to the Franchise Agreement in order for the loan to qualify for financing assistance from the U.S. Small Business Administration, Franchisor will effect such changes so long as the Agreement maintains the mutuality of obligations, rights, and powers between Franchisee and Franchisor as to any affected provision.

8. Franchisee acknowledges that the TPA shall not be effective and binding on Franchisor unless and until Franchisor receives at its home office in Parsippany, New Jersey an original TPA signed by authorized representatives of each of Franchisee and Lender. Franchisor will offer the TPA to Lender subject to such condition as to its effectiveness. Franchisee undertakes to confirm with Lender at the closing of the Loan, or at such other time as may be requested by Lender (if the Loan has closed prior to the execution of the TPA) that the TPA has been fully executed and sent to Franchisor. Franchisor may, in its sole discretion, withhold its signature and delivery of the TPA until it has received evidence satisfactory to Franchisor that the Loan has closed.

9. Upon its execution and return to Franchisor, this request shall be effective as an Addendum to the Franchise Agreement and subject to its terms and conditions, except that any limitation therein or in the Guaranty as to the extent of the liability of Franchisee or any guarantor shall not apply to the obligations set forth in Section 4 above.

Submitted by and behalf of Franchisee named below by the undersigned, who personally represents and warrants to Franchisor that Franchisee has duly authorized the signer to execute, deliver, and cause Franchisee to perform this request. This request may be signed and submitted in multiple counterparts and shall be binding on Franchisee and any guarantor if sent by fax to Franchisor.

Franchisee: _____
(Name of Franchisee)

By: _____
(Signature)

Printed Name: _____

Title: _____

Guarantors: *(please add additional signature page if needed)*

_____
(Signature)

Printed Name: _____

_____
(Signature)

Printed Name: _____

_____
(Signature)

Printed Name: _____

Lender:

Name: _____

Address: _____

_____

Attention: _____

Fax: _____

Telephone: _____

[Page Intentionally Left Blank]

LENDER NOTIFICATION AGREEMENT

(SBA LOANS)

This Lender Notification Agreement ("Agreement") is made and entered into as of _____, 20__ by and among_____("Lender");_____("Franchisee"); and _____ ("Franchisor" or "Company"). Lender, Franchisee, and Franchisor each are referred to as a "Party" and are collectively referred to as the "Parties."

RECITALS

A. The Franchise Agreement. Franchisee and Franchisor entered into that certain franchise, license, or membership agreement dated_____, 20__ (as amended prior hereto, the "Franchise Agreement") related to a guest lodging facility located at _____ and designated as Unit #_____ (the "Facility"). Pursuant to the Franchise Agreement, Franchisee operates the Facility as a [Brand]® franchised location. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Franchise Agreement.

B. The Loan Agreements. Lender has advanced or is about to advance funds to Franchisee with the assistance of the United States Small Business Administration (the "SBA") [and a local Certified Development Company ("CDC")]. The address and contact party for Lender [, CDC,] and SBA are listed on Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions, representations, promises, covenants and consideration set forth below, the sufficiency of which are hereby acknowledged as good, valuable, and adequate consideration, and intending to be legally bound, the Parties agree as follows:

1. **Status of Franchise Agreement**. Company and Franchisee represent that the Franchise Agreement is in full force and effect and there are no uncured notices of default issued by the Company under the Franchise Agreement as of the date of this Agreement.

2. **Notice of Franchisee Defaults**.

2.1 If Franchisee defaults or an event occurs that gives Company the right to terminate the Franchise Agreement, Company will give Lender [, CDC,] and SBA notice of such default or event by sending via first class mail a copy of the notice sent to Franchisee, as and when sent, or by separate written notice. **Company's failure to give notice to Lender [, CDC,] or SBA shall not affect Company's rights under the Franchise Agreement with regard to Franchisee, nor shall Company be liable to Lender [, CDC,] or SBA for any damages resulting directly or indirectly from such failure.** Lender [, CDC,] and SBA may, but are not obligated to, undertake to cure such default on behalf of Franchisee within the time permitted, if any, under the default notice and the Franchise Agreement.

2.2 Unless otherwise specifically provided herein, all notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by overnight mail or by United States

certified mail, return receipt requested, addressed as follows:

COMPANY:
_____

By:_____
Name:_____
Title:_____

LENDER:
_____

By:_____
Name:_____
Title:_____

FRANCHISEE:
_____

By:_____
Name:_____
Title:_____

To SBA [and CDC]: As set forth on Exhibit A hereto.

3. **Franchisee Consent; Sharing of Information**. Franchisee consents to the provisions of this Agreement. Franchisee also consents to the transmittal of any and all information about Franchisee between or among Lender [, CDC] SBA, and Company from time to time. Company will provide to Lender [, CDC,] and/or SBA copies of its records relating to Franchisee's outstanding accounts receivable to Company and quality assurance inspections no more frequently than once every 90 days, upon receipt of a written request from Franchisee, Lender [, CDC,] or SBA.

4. **Transfer of Franchise Agreement.** While this Agreement is in effect, Company will not unreasonably withhold, delay, or condition its consent to any proposed Transfer (as defined in the Franchise Agreement) requiring Company's consent under Section 9 of the Franchise Agreement.

5. **Termination of Franchise Agreement Without Cause**. While this Agreement is in effect, neither Company nor Franchisee will exercise any right to terminate the Franchise Agreement without cause, including any rights added by special stipulation, without first obtaining the consent of SBA [and CDC].

6. **Termination of Agreement**. This Agreement automatically terminates on the earliest to occur of the following: a Termination occurs under the Franchise Agreement; (ii) the Loan is paid in full; and (iii) SBA [and CDC] no longer has [have] any interest in the Loan.

Each of the undersigned, intending to be legally bound hereby, has executed this Agreement as of the date first written above.

COMPANY:

By:_____
Name:_____
Title:_____

LENDER:

By:_____
Name:_____
Title:_____

FRANCHISEE:

By:_____
Name:_____
Title:_____

EXHIBIT A

Address and contact for SBA:

_____
_____
_____
_____

Address and contact for CDC:

_____
_____
_____
_____

REQUEST FOR LENDER NOTIFICATION AGREEMENT
(SBA FINANCING)

TO: Vice President, Contracts Compliance

_____ ("Franchisor")

RE: Current or Proposed Brand _____

Unit No._____ (the "Facility")

Located or to Be Located at _____

Current or Proposed Franchisee Name:_____("Franchisee")

DATE: _____, 20 __

The undersigned duly-authorized representative of the Franchisee requests that Franchisor offer and issue a Lender Notification Agreement ("LNA") in favor of the "Lender" named below, the Certified Development Company ("CDC") (if any) identified below, and the United States Small Business Administration ("SBA") for the purpose of inducing Lender to loan funds (the "Loan") to Franchisee secured by Franchisee's interest in the Facility, under SBA's 7(a) or 504 loan programs. Lender, SBA, and, if applicable, CDC are referred to as the "Lender Group." Franchisee understands and agrees to the following conditions that apply to the offer and issuance of the LNA:

1. Franchisee authorizes Franchisor to release (and consents to the transmittal of) any and all information about Franchisee's account with Company, the status of the Franchise Agreement and the franchise relationship, the results of any quality assurance inspections, and guest complaints to Lender Group and its members' counsel (but Franchisor is under no obligation to do so). Franchisor may provide a copy of the Franchise Agreement to Lender Group, but is not required to do so, and Franchisee solely is responsible for ensuring that Lender has a full and complete copy of the Franchise Agreement if Lender Group requests the same. Franchisee represents and warrants to Franchisor that Franchisee has disclosed to Lender Group the current status of the Franchise Agreement and Franchisee's performance under the same, and that Franchisee will advise Lender Group of any changes in that status through the time of closing of the Loan.

2. Franchisee requests that upon receipt of this request form executed by Franchisee and its guarantor or guarantors, Franchisor prepare and offer to Lender Group its standard form of LNA, which will offer Lender the opportunity to cure Franchisee's defaults under the Franchise Agreement.

3. Franchisee acknowledges and confirms that Franchisor shall be indemnified and held harmless by Franchisee and each guarantor of Franchisee's obligations under the Franchise

Agreement against any claim, liability, judgment, settlement, cause of action, and damage award in favor of any member of Lender Group against Franchisor arising from or relating to Franchisee's breach of this request or the LNA; that such indemnification shall be subject to the indemnification provision of the Franchise Agreement; and that Franchisee's indemnification obligation represents partial consideration from Franchisee to Franchisor to review this request and to offer and issue the LNA. Franchisee acknowledges Franchisor is under no obligation to offer or issue the LNA, which inures to the primary benefit of Franchisee and its guarantor or guarantors.

4. Franchisee acknowledges that Franchisor has no obligation to modify its standard form of LNA and shall have no liability to Franchisee or any guarantor as result of the inability of Lender Group and Franchisor to reach agreement on the language of the LNA or the failure of Lender Group and Franchisor to execute the LNA for any other reason. Franchisee and each guarantor jointly and severally release any and all causes of action and claims against Franchisor arising from the furnishing to Lender Group information about the Facility, the Franchise Agreement or Franchisee under this request or the LNA, or the denial of the Loan or refusal to close the Loan arising from the inability of the parties to agree upon and execute a mutually-acceptable LNA, or for any other reason.

5. Franchisee covenants to forward to any member or members of Lender Group copies of all default notices from Franchisor sent to Franchisee that the Loan documents require that such member of Lender Group receive.

6. Franchisee acknowledges that the LNA shall not be effective and binding on Franchisor unless and until Franchisor receives at its home office in Parsippany, New Jersey an original LNA signed by authorized representatives of the Franchisee and of each member of Lender Group. Franchisor will offer the LNA to Lender Group subject to such condition as to effectiveness. Franchisee undertakes to confirm with Lender at the closing of the Loan, or at such other time as may be requested by Lender (if the Loan has closed prior to the execution of the LNA) that the LNA has been fully executed and sent to Franchisor. Franchisor may, in its sole discretion, withhold its signature and delivery of the LNA until it has received evidence satisfactory to Franchisor that the Loan has closed.

7. Upon its execution and return to Franchisor, this request shall be effective as an Addendum to the Franchise Agreement and subject to its terms and conditions, except that any limitation therein or in the Guaranty as to the extent of the liability of Franchisee or any guarantor shall not apply to the obligations set forth in Section 3 above.

[Remainder of Page Intentionally Left Blank]

Submitted by and behalf of Franchisee named below by the undersigned, who personally represents and warrants to Franchisor that Franchisee has duly authorized the signer to execute, deliver, and cause Franchisee to perform this request. This request may be signed and submitted in multiple counterparts and shall be binding on Franchisee and any guarantor if sent by fax to Franchisor.

Franchisee: _____

By: _____
(Signature)

Printed Name: _____
Title: _____

Guarantors: *(please add additional signature page if needed)*

_____
(Signature)
Printed Name: _____

_____
(Signature)
Printed Name: _____

_____
(Signature)
Printed Name: _____

Lender:
Name: _____
Address: _____
_____

Attention: _____
Fax: _____
Telephone: _____

CDC: _____
Name: _____
Address: _____
_____

Attention: _____
Fax: _____
Telephone: _____

[Continues on Following Page]

SBA Regional Office:_____

Name: _____

Address: _____

_____

Attention: _____

Fax: _____

Telephone: _____

[Page Intentionally Left Blank]

EXHIBIT C-5

[Page Intentionally Left Blank]

Location:_____
Unit No:_____

TERMINATION AND RELEASE AGREEMENT

This TERMINATION AND RELEASE AGREEMENT (this "Agreement") is dated as of _____ , ("Effective Date") between or among _____, a _____ ("we" or "us"), _____, a _____ ("you" and "your"), and _____, and _____ (jointly, the "Guarantors").

RECITALS

WHEREAS, this Agreement relates to that certain franchise agreement, dated _____, between us and you, and all ancillary documents and addenda thereto (collectively, the "Franchise Agreement") granting you a _____® System License (the "License") to operate a ___-room _____ guest lodging facility located at_____and designated as Unit No._____ (the "Facility"). The Franchise Agreement is incorporated by reference into this Agreement; and

WHEREAS, you have requested the early termination of the Franchise Agreement for the Facility and we acknowledge your request. The parties desire to terminate the License and the Franchise Agreement according to this Agreement.

AGREEMENT

NOW, THEREFORE, it is hereby stipulated and agreed by and between the undersigned parties upon the foregoing premises and in consideration of the promises, mutual covenants, and agreements set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, as follows:

1. Termination Date. The Franchise Agreement shall terminate on _____, 20___ (the "Termination Date"). You acknowledge that on the Termination Date your License to operate the Facility under the _____ System and Marks will terminate, and you no longer will be authorized to display, use, or exploit the _____ Marks. Until the Termination Date, you must continue to perform all your obligations under the Franchise Agreement, including payment of all Recurring Fees, commissions, charges and other fees, and maintenance of quality and operational standards as required by the System. Notwithstanding this Agreement, you may still be subject to default and/or termination for any breaches of the Franchise Agreement occurring prior to the Termination Date. On and after the Termination Date, we will have no further obligation to provide any services to you under the Franchise Agreement or any other agreement. We have no obligation to provide reservation services for any guest stay that includes any night on or after the Termination Date. Access to our brand portal on the Internet will be terminated as of the Termination Date.

2. Reports; Payment of Fees and Liquidated Damages.

(a) You will submit to us all monthly franchise reports required under the Franchise Agreement for Gross Room Revenues accruing through the Termination Date no later than ten days after the Termination Date.

(b) (i) You and the Guarantors will pay to us all outstanding Recurring Fees, commissions, charges, and other fees accruing under the Franchise Agreement through the Effective Date. We estimate that the accrued unpaid Recurring Fees and other amounts due under the Franchise Agreement are $_____ as of _____, 20__. You and the Guarantors will pay us this amount via wire transfer or electronic funds transfer when you sign and return this Agreement to us. (ii) You and the Guarantors will pay us any additional Recurring Fees, commissions, charges, and other fees accruing under the Franchise Agreement through the Termination Date no later than ten days after the Termination Date. (iii) You and the Guarantors will pay any invoices we send to you after the Termination Date for additional amounts due under the Franchise Agreement and any other agreement with us within ten days after receipt.

(c) You and the Guarantors acknowledge the obligation to pay Liquidated Damages to us in the amount of $_____, as a result of the early termination of the Franchise Agreement. You and the Guarantors will execute and deliver to us the promissory note (the "Note") in the amount of $_____, attached to this Agreement, contemporaneously with the execution and delivery of this Agreement. The Note will be due and payable pursuant to its terms. ***OR***

(c) You and the Guarantors acknowledge the obligation to pay Liquidated Damages to us in the amount of $_____, as a result of the early termination of the Franchise Agreement. You and the Guarantors will pay this amount to us via wire or electronic funds transfer when you sign and return this Agreement to us, but no later than the Termination Date.

3. De-identification.

(a) You acknowledge that the Franchise Agreement requires you to perform certain post-termination obligations. In addition to any such obligations specified in the Franchise Agreement, no later than ten days after the Termination Date, you will (i) remove all signage and other items bearing the _____ trade name, trademarks and service marks ("Marks"); (ii) perform all post-termination obligations specified in the System Standards Manual; (iii) change all signs, billboards, and listings in telephone directories, travel guides, hotel indices and similar materials in which the Facility is identified as a _____ brand facility; (iv) remove the Marks from and otherwise change all e-mail addresses and social media identities that include the Marks and words that are deceptively similar to the Marks; and (v) remove the Marks from any advertising or promotional activities on, around or directed towards the Facility, including any web sites, web pages, metatags or search engines. You will cooperate fully with us regarding any post-termination inspections by us to verify that the Facility has been properly de-identified.

(b) You acknowledge that any unauthorized use of the Marks, or any marks confusingly similar to the Marks, shall cause irreparable harm for which there is no adequate

remedy at law, entitling us to injunctive and other relief. Such relief shall include, but is not limited to, entering the Facility without prior notice to remove software for accessing the Reservation System, all copies of the System Standards manuals, and all of our other personal property, and painting over or removing and purchasing for $10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility that you have not removed or obliterated. You shall promptly pay or reimburse us for the cost of removing such items, net of the $10.00 purchase price.

(c) Effective on the Termination Date, all software licenses granted to you by us will terminate. You will then cease to use any property management system software we provided to you, and we and our affiliates will have no further obligation to provide any hardware or software maintenance services to you. You have no further right to obtain any information about guests of the Facility that we maintain in our enterprise data warehouse.

4. Guaranty. Each undersigned Guarantor affirms that his, her, or its obligations under the Guaranty to guarantee your payment and performance under the Franchise Agreement shall extend to your obligations to pay and perform under this Agreement.

5. Audit Rights. Notwithstanding the Termination Date, we retain the right to perform audits of the Facility's books and records for a period of two years after the Termination Date. You acknowledge that your audit and record keeping obligations under the Franchise Agreement survive until the expiration of the two-year period. You agree promptly to pay or contest in good faith any audit assessment we issue if we determine that any additional Recurring Fees or other amounts may be due to us as a result of the audit. Your obligations under this Section terminate at the end of the two-year audit period.

6. Representations and Warranties. You and each Guarantor represent and warrant to us that: (a) you have reported the Gross Room Revenues of the Facility accurately and correctly calculated the fees due during the Term of the Franchise Agreement; (b) after the Termination Date, neither your nor any Guarantor will retain possession of any Confidential Materials we provided to you; (c) you, each Guarantor, and your respective agents have not disclosed or made unauthorized copies of any Confidential Materials in violation of the Franchise Agreement; (d) no consent of any third party is required to enter into or perform this Agreement; (e) neither your nor any Guarantor has filed a lawsuit or arbitration demand against us, our direct and indirect parent companies or affiliates; (f) neither you nor any Guarantor is the subject of any pending bankruptcy, receivership, composition, assignment, or similar proceeding; (g) you have obtained the necessary authorization to execute and perform this Agreement; and (h) the persons negotiating and executing this Agreement on your behalf have been duly authorized by your owners and your governance board to do so.

7. General Release.

(a) By entering into this Agreement, you and each Guarantor, for each of yourselves and your respective members, partners, officers, directors, employees, agents, shareholders, representatives, parent companies, subsidiaries, and affiliates, and their successors, heirs, and assigns, hereby release and waive any claims and causes of action against us, our officers, directors,

employees, agents, shareholders, representatives, parent companies, subsidiaries, and affiliates, and the successors and assigns of each of them, arising out of the offer, sale, execution, delivery, performance, administration, and termination of the License, the Franchise Agreement and the related agreements regarding the Facility. This release applies only to those claims that were or could have been asserted relating to the Facility and the relationship between you and us and does not apply to any claims that may exist or which may arise in the future regarding any other guest lodging facility.

(b) Subject to Section 8 below, and your and each Guarantor's complete performance of the obligations under this Agreement, the Franchise Agreement and any other Facility-related agreements with us or our affiliates, we, for ourself and our successors and assigns, hereby release and waive any claims and causes of action against you and each Guarantor arising out of the offer, sale, execution, delivery, performance, and termination of the License, the Franchise Agreement and the related agreements regarding the Facility. This release applies only to those claims that were or could have been asserted relating to the Facility and the relationship between you and us and does not apply to any claims that may exist or which may arise in the future regarding any other guest lodging facility. If, at any time, the monies paid to us in consideration for our release are set aside as a preference under 11 U.S.C. §§ 547 and/or 544, or are otherwise ordered to be disgorged from us in connection with legal proceedings that involve you and/or any Guarantor, our release provided herein shall be deemed null and void.

8. Survival. Despite the mutual releases provided in Section 7, the parties agree that the following survive after the Termination Date: (a) the indemnification obligations specified in the Franchise Agreement continue in full force for any transactions, occurrences, and events occurring during the Term specified in the Franchise Agreement and for any transactions, occurrences, and events occurring during the period the Facility was operated by you or on your behalf using the Marks; (b) the benefits of all insurance policies you obtained for the Facility accrue to us for transactions, occurrences and events occurring during the period in which the Franchise Agreement was in effect or for any transactions, occurrences and events occurring during the period the Facility was operated using the Marks; (c) the confidentiality obligations specified in this Agreement and the Franchise Agreement; and (d) the audit and record keeping provisions in the Franchise Agreement and Section 5 of this Agreement, for the time periods such provisions specify. The Franchise Agreement shall remain in effect solely as to such provisions until the expiration of the applicable statutes of limitation as to claims and actions that could be asserted by third parties.

9. Confidentiality. Each party hereto and its respective counsel agree that they will not disclose any of the terms of this Agreement or any amounts to be paid to us pursuant to this Agreement. The parties and their respective counsel, however, are not precluded from disclosing the terms of the Agreement to their attorneys, accountants, tax preparers, paid financial advisors and/or any governmental, regulatory or judicial authority that might compel the disclosure of this Agreement, or otherwise to the extent required by law or demanded by any governmental or regulatory entity. Notwithstanding the foregoing, if any of the parties is served with a subpoena or other governmental or judicial process seeking to compel the disclosure of this Agreement, it shall be the responsibility of the party that receives the subpoena or other governmental or judicial process to notify all other parties to this Agreement within 72 hours of receipt, thus

affording the other parties to this Agreement an opportunity to move to quash the subpoena and/or oppose the entry of any order seeking to compel the disclosure of this Agreement. Additionally, in the event it becomes necessary to file this Agreement with a Court in any future enforcement action between or among the parties, the parties hereby agree to apply jointly for leave to file this Agreement under seal.

10. Consultation with Counsel. You and each Guarantor acknowledge that each of you have consulted with, or had the opportunity to consult with, legal counsel of your and their own selection about this Agreement. You and each Guarantor each understand how this Agreement will affect your legal rights and voluntarily enter into this Agreement with such knowledge and understanding.

11. Attorneys' Fees. The parties agree that the non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.

12. Consent to Jurisdiction. This Agreement will be governed by and interpreted under New Jersey law. The parties hereby consent and waive all objections to the non-exclusive personal jurisdiction of, and venue in, the United States District Court of New Jersey and the state courts situated in Morris County, New Jersey for the purposes of all cases and controversies involving this Agreement and its enforcement.

13. Capitalized Terms. Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned to that term in the Franchise Agreement, including its addenda and amendments.

14. Execution in Counterparts. To facilitate execution of this Agreement by geographically separated parties, this Agreement and all other agreements and documents to be executed in connection herewith may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures on behalf of each party appear on each counterpart; but it shall be sufficient that the signature on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures on behalf of all the parties hereto. All facsimile executions shall be treated as originals for all purposes.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties respecting the settlement relating to the Facility. Notwithstandng the foregoing, any of your or the Guarantor's post-termination obligations set forth in the Franchise Agreement and not modified by this Agreement shall remain as stated in the Franchise Agreement. This Agreement may not be changed or modified, except by a writing signed by the parties hereto.

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated above.

FRANCHISOR:

_____

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

GUARANTOR OR GUARANTORS:

_____
Name:_____

_____
Name:_____

OR (if Guarantor is an entity)

_____

By:_____
Name:_____
Title:_____

EXHIBIT C-6

[Page Intentionally Left Blank]

Signature Reservation Services Agreement

Location: _____
Unit No.: _____

This SIGNATURE RESERVATION SERVICES AGREEMENT ("Agreement") is made as of _____, 20__("Effective Date") by and between Wyndham Hotel Group, LLC, with offices located at 22 Sylvan Way, Parsippany, New Jersey 07054 ("we", "us" or "our") and _____ with principal offices located at _____("you" or "your") regarding the _____® guest lodging facility located at _____ ("Facility").

Recitals. We, through a third-party vendor and as part of our Signature Reservation Service, have developed a call transfer service (the "Service") under which callers inquiring about reservations at the Facility or other hotels operated under a Wyndham Hotels & Resorts brand enrolled in the Service ("SRS Facilities") may have their calls handled by our reservation agents ("Agents") who will book reservations on your behalf. The Service is described in more detail in Schedule A to this Agreement.

You agree to participate, in the Service at all times during the term of this Agreement in accordance with the following:

1. Fees. Beginning on the "Billing Commencement Date", we will charge you a "Call Transfer Fee" as reflected on Schedule A. The Billing Commencement Date is the date that our Agents book the first room reservation at your Facility. We will invoice you monthly for the Call Transfer Fees which shall be payable when your Royalties are due under your franchise or membership agreement with us or our affiliate. We may, in our discretion, increase the Call Transfer Fee to cover our costs provided such fees are increased for all similarly situated SRS Facilities. We shall notify you no less than thirty (30) days prior to any such increase taking effect.

2. Term. This Agreement will begin when we countersign this Agreement after you sign it and will continue until the expiration or termination of your franchise or membership agreement with us or our affiliate. In addition, we shall have the right to terminate this Agreement at any time without cause upon thirty (30) days' written notice.

3. Change to Services. We reserve the right to amend, cancel, or replace the Service as business circumstances warrant, in our sole discretion, upon 30 (thirty) days' written notice. In the event that we cancel the Service in which you are then currently participating, then we may, at our option, replace the Service with an alternative Service or require you to participate in another Service then currently offered under this Agreement.

4. Dispute Resolution. Any disputes arising under this Agreement will be resolved in accordance with the dispute resolution procedures under your franchise or membership agreement with us or our affiliate, including but not limited to, the provisions concerning waiver of jury trial, consent to venue and personal jurisdiction, and choice of law.

5. No Warranty. WE MAKE NO REPRESENTION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY WILL ATTAIN AS A RESULT OF THE SERVICE OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE. WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SERVICES, UNLESS DUE TO OUR WILFULL MISCONDUCT.

6. Limitation on Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "INDIRECT DAMAGES") ARISING FROM, RELATING TO, OR IN CONNECTION WITH THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. IN ADDITION, EACH PARTY'S DIRECT DAMAGES (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION OR OTHER AUTHORITY DOES NOT RECOGNIZE OR ENFORCE THE ABOVE WAIVER) SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO US DURING THE THEN CURRENT TERM.

7. Force Majeure. In no event shall either party be liable for any failure or delay in performance (except for the obligation to remit fees) due to causes or circumstances beyond its reasonable control and without its fault or negligence (including, but not limited to, Acts of God, acts of the public enemy, war or terrorism, acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia, fires, floods, or other natural disaster, strikes or any other labor disputes, communication line failures, and/or freight embargoes).

8. Miscellaneous. The parties agree that this Agreement contains the entire agreement between the parties relating to the Service, superseding and terminating any prior representation, warranty or agreement, whether oral or in writing. Nothing in this or any other related agreement, however, is intended to disclaim any representations we made in the Franchise Disclosure Document that we or our affiliate furnished to you. No modification, amendment or waiver of this Agreement will be binding upon either party unless the same has been made in writing and executed by both parties. You agree that we may assign this Agreement or any of our rights and obligations hereunder without your consent. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Notwithstanding the above, you may not assign this Agreement or any of your rights or obligations hereunder without our express written consent. All facsimile executions shall be treated as originals for all purposes.

ONLY AN AUTHORIZED REPRESENTATIVE OF THE FACILITY SHOULD SIGN THIS AGREEMENT. BY SIGNING THIS FORM, you represent that you agree to the above terms and that you are authorized to bind the Facility.

WE:	YOU:
Wyndham Hotel Group, LLC	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Execution Date:_____

Schedule A
Call Transfer Service

1. Our Responsibilities. We will:

(a) Hire and train Agents at our Central Reservation Center to handle reservation calls on behalf of your Facility, including responding to questions about your Facility and attempting to book reservations at your Facility. The goal is for the transfer to our Central Reservation Center to appear seamless to the customer and that our Agents appear as an extension of your hotel staff. Our Agents may attempt to make reservations for your Facility regardless of whether a customer initially seeks to make a reservation at your Facility or another SRS Facility.

(b) Through our third-party vendor, provide a new, dedicated telephone number for your Facility to appear on search engines and other digital platforms which will connect to an Interactive Voice Response. Callers to this telephone number will be able to select a number for reservation inquiries. All reservation inquiry calls will be directed to our Central Reservation Center. We will own the telephone number and you must cease all use of it when your participation in the Service ends. You may not use the telephone number in any advertising or marketing materials or on any websites without our prior written approval.

2. Your Responsibilities. You will be responsible for:

(a) Working with our team to verify that your Facility information, including Facility description, address, amenities, inventory, and all other content is updated and accurate in our Central Reservation System at all times.

3. Fees. The Call Transfer Fee is 3.5% of the Gross Room Revenue ("GRR") for each reservation booked by us.

EXHIBIT C-7

[Page Intentionally Left Blank]

Location: _____
Unit No:_____

HOTEL REVENUE MANAGEMENT AGREEMENT

This HOTEL REVENUE MANAGEMENT AGREEMENT ("Agreement") is made as of _____, 20___ ("Commencement Date") by and between Wyndham Hotel Group, LLC, with offices located at 22 Sylvan Way, Parsippany, New Jersey 07054 ("we", "our", or "us") and _____ with principal offices located at _____ ("you") regarding the _____ ® guest lodging facility located at _____ ("Facility").

Recitals. We have developed a supplementary revenue management consulting service as described in Exhibit A, (the "Service") in addition to the primary services we provide to franchisees or members under their franchise or membership agreements. By signing below, you acknowledge your participation in Revenue Management Services at the rates set forth and in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, you and we agree as follows:

1. **Provision of Services.** We will provide the Service in accordance with the Revenue Management Policies and Best Practices ("RM Policies") set forth in System Standards. You will establish the reference room rate for the Facility upon which all other rates are based ("Rate of the Day") and retain ultimate control over all revenue management decisions. Subject to the foregoing, by entering into this Agreement, you explicitly (i) agree to abide by the RM Policies, (ii) authorize us to access your room rates, inventory and other Facility information in our Reservation System, your Facility's property management system, your Facility's food and beverage system (if applicable), and any extranet you have with an on-line travel agency or similar distribution company, and (iii) authorize us to make adjustments to the Facility's rates, inventory and restrictions in order to comply with the RM Policies without advance notice to you. We will not, however, change the Rate of the Day without authorization from you. In addition, you may modify or reverse any change we make by notifying us, providing it is consistent with the RM Policies.

2. **Facility Representative.** You shall designate at the end of this Agreement a primary Facility representative who shall have the authority to make revenue management decisions for the Facility and a secondary representative who shall exercise such authority in the absence of the primary representative. We may communicate with these representatives by telephone, e-mail or in another manner, and may rely on any communication which we believe, in good faith, is from them. You may change your designation at any time by notifying us in accordance with Section 11(E) below. Upon our request, the Facility representative shall provide, feedback concerning the performance, operation and general acceptability of the Service, as well as recommendations for improvement.

3. **Fee.** You shall pay to us the Fees set forth in Exhibit A, which shall be paid within fifteen (15) days of the receipt of each invoice. We may increase the Fees at any time by providing you at least thirty (30) days prior written notice, provided that you may terminate this Agreement upon fifteen (15) days prior written notice if the increase in Fees over a one-year period is a total of more than ten percent (10%) of the Fees in effect at the beginning of the period.

4. **Term.** The "Term" of this Agreement shall begin on the Commencement Date and shall continue for one year whereupon it shall be automatically renewed for successive Terms of one year each until (i) expiration or termination of the Franchise or Membership Agreement when this Agreement will automatically terminate or (ii) either party terminates this Agreement in accordance with Section 5 below.

5. **Suspension or Termination.** If either party breaches this Agreement (including but not limited to failing to abide by the RM Policies) and fails to correct such breach within thirty (30) days (or ten (10) days in the event of any failure to pay amounts owed under this Agreement when due) of being notified thereof in writing, the non-breaching party may terminate or suspend performance under this Agreement, effective upon written notice to the breaching party. In addition, you may terminate this Agreement without cause, effective on the last day of the month in which any anniversary of the Commencement Date occurs, by providing at least sixty (60) days prior written notice of termination to us. For the avoidance of doubt, failure to provide us such prior written notice within the foregoing timeframe shall render any notice null and void and the Agreement shall be automatically renewed for an additional one-year Term as outlined in Section 4 above. We may terminate this Agreement without cause by providing at least sixty (60) days prior written notice of termination to you. Conclusion of service will be at the end of the second full calendar month following the month of receipt of any termination notice.

6. **Dispute Resolution.** Any disputes occurring under this Agreement shall be resolved in accordance with the dispute resolution procedures under the Franchise or Membership Agreement, including but not limited to, the provisions concerning waiver of jury trial, consent to venue and personal jurisdiction, and choice of law.

7. **Confidentiality.** Any know-how, algorithms, formulae, data, recommendations, documentation, software, or other materials or information that we furnish to you in connection with the Services shall be deemed "Confidential Information" as defined in the Franchise or Membership Agreement and shall be subject to all prohibitions on disclosure, copying or use of the Confidential Information under the Franchise or Membership Agreement. We shall have all rights under the Franchise or Membership Agreement if you breach these confidentiality obligations.

8. **No Warranty. WE MAKE NO REPRESENTION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY WILL ATTAIN AS A RESULT OF THE SERVICE OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE. WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SERVICES, UNLESS DUE TO OUR WILFULL MISCONDUCT.**

9. **Limitation on Liability. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "INDIRECT DAMAGES") ARISING FROM,**

RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL EXHIBITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. IN ADDITION, EACH PARTY'S DIRECT DAMAGES (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION OR OTHER AUTHORITY DOES NOT RECOGNIZE OR ENFORCE THE WAIVER FROM LIABILITY SET FORTH IN THE FIRST SENTENCE OF THIS SECTION) SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO US DURING THE THEN CURRENT TERM OF THE AGREEMENT. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR THE CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES THAT MAY BE THE RESULT OF ADMINISTRATIVE ERRORS PROVIDED THAT NO MALICE OR NEGLIGENCE WAS INTENDED.

10. **Force Majeure.** In no event shall either party be liable for any failure or delay in performance (except for the obligation to remit fees) due to causes or circumstances beyond its reasonable control and without its fault or negligence (including, but not limited to, Acts of God, acts of the public enemy, war or terrorism, acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia, fires, floods, or other natural disaster, strikes or any other labor disputes, communication line failures, and/or freight embargoes). The party claiming such a failure or delay must promptly notify the other party of such failure or delay. In the event that any such failure or delay continues for more than thirty (30) days, then either party upon notice to the other may terminate this Agreement without any further liability to the other party.

11. **Miscellaneous**

A. **Entire Agreement.** The parties agree that this Agreement contains the entire agreement between the parties relating to the Services, superseding and terminating any prior representation, warranty or agreement, whether oral or in writing. No modification or amendment of this Agreement shall be binding upon either party unless the same has been made in writing and executed by both parties. Notwithstanding the foregoing, no provision in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document.

B. **No Third-Party Beneficiary.** Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies under this Agreement upon any person or legal entity other than you.

C. **Successors and Assigns.** You agree that we may assign this Agreement or any of our rights and obligations hereunder without your consent. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Notwithstanding the above, you may not assign this Agreement or any of your rights or obligations hereunder without our express written consent.

D. **Counterpart Execution.** This Agreement may be executed in counterparts and each copy so executed shall be deemed an original. Any copy delivered by facsimile transmission or bearing an electronic signature shall be granted the same legal effect as a copy having an original signature.

E. **Notices.** All notices shall be delivered in the manner set forth in the Franchise or Membership Agreement. Such notices shall be deemed given on the date delivered or date of attempted delivery if refused.

F. **Waivers.** If we allow you to deviate from any term of this Agreement, we may insist on strict compliance of any other term or of the same term at a later time. All waivers under this Agreement must be in writing and signed by our authorized representative to be effective.

G. **Gross Revenue/Gross Room Revenue.** "GR" or "Gross Revenue"/"GRR" or "Gross Room Revenue" as may be applicable to your Facility, has the meaning specified in System Standards.

IN WITNESSS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in duplicate on the day and year first above written.

WE:	YOU:
Wyndham Hotel Group, LLC	_____
By: _____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Your Primary and Secondary Facility Representatives for Making Revenue Management decisions and communicating with us:
[Please provide name and title of each]

Primary: Name:_____ Title:_____
Secondary: Name: _____ Title:_____

Email address/Phone no. of Primary Representative: _____

EXHIBIT A

Revenue Management Service (Premium and Standard)

I. Description of Services

Type	Detail	Service Model and Frequency	
		Premium	Standard
Revenue Management Call/Meeting	Scheduled call with Facility to discuss availability and rate strategy for the next 90 days	☑ (1x weekly)	☑ (2x monthly)
Mix of Business Analysis	Includes performance for market segments, rate plans, corporate accounts, channel contribution	☑ (1x weekly)	☑ (2x monthly)
Touchpoints	Additional email touchpoints throughout the week	☑ (8x monthly)	☑ (2x monthly)
Rate Parity Review	Review all channels for rate parity & availability	☑	☑
Rate & Inventory Changes	Recommend & Maintain price point & availability restrictions for >90 days	☑	☑
Rate Maintenance	Manage rates 15 months into future	☑ (1x weekly)	☑ (1x monthly)
Rate Loading	Lead the process on rate code loading & date extension (whether working with distribution or MyRequest)	☑ (1x weekly)	☑ (1x monthly)
RFP Process	Support negotiated pricing/RFP process	☑	☐
End of Month Review	Review end of the month statistics, provide critical analysis of performance & future strategies	☑	☑
Rate Plan Content	Manage rate plan descriptions	☑ (1x weekly)	☑ (1x monthly)
OTA Rates & Inventory	Manage price points and parity on brand supported OTAs	☑	☑
OTA Market Managers	Manage Market Manager relationships	☑	☐
Website Content Review	Full content review of Brand.com & OTAs done periodically	☑ (1x quarterly)	☑ (1x annually)
Competitive Rate Shops	Rate shops required at additional cost	☑	☑
Agency 360	Quarterly report review with property team to identify opportunity accounts. More frequent review (1x month) is optional with property subscription at additional cost.*	☑ (1x quarterly)	☑ (2x annually)
STR Reports	Review STR reports & provide recommendations	☑	☑
City Demand	Review city event/convention calendars to maintain awareness of demand generators	☑	☐
Groups	Create group displacement analysis as needed, analyze group prospects, provide pricing strategy & guidance, review & update group sales page(s)	☑	☐
Group Blocks	Work with Facility to ensure group inventory & cut-off dates are managed according to demand	☑	☐
System Audit & Gap Analysis	Audit PM and CR for parity & rate/room type/channel distribution	☑ (1x quarter)	☑ (2x annually)
System Education	Educate property team on WHR Systems	☑	☑
Discount & Package Strategy	Update/create packages & strategy for promotions & discounts	☑	☑

II. Rate Strategy and Inventory Management

- Develop a *rate strategy* for the Facility, subject to approval by the Facility executive staff and ownership. A rate strategy is a monthly or quarterly set of pricing-related practices that will help the Facility to meet its stated operational and financial goals (such as RevPar, Occupancy, ADR, or minimization of overbooking-related service/delivery issues).
- Effect execution of the rate strategy on an ongoing basis, specifically advising the Facility staff on Franchisor's actions to:
    - Maintain the pricing structure for the Facility
    - Evaluate demand based on historical and currently booked data
    - Analyze potential commitments to groups and make recommendations on pricing and allocations
    - Analyze and identify the relevant market segments which apply to the Facility and make pricing and rate policy recommendations for those segments
    - Review competitive pricing and availability
    - Recommend price points and availability restrictions for future dates across all distribution channels
- Produce reports for the Facility Executive Staff on past results and future conditions
- Facilitate weekly or bi-weekly meetings with the Facility staff to review past results and future market conditions
- Test whether the Facility is in compliance with any Franchisor policies related to pricing, including but not limited to rate parity across distribution channels, "disaster pricing", corporate and affiliation discounts, last room availability.
- Communicate recommendations and status of changes to the Facility staff designees

Responsibility for prices and availability

- **In the event of a lack of consensus between the Revenue Management Service Specialist and the Facility staff or designees, the Facility staff always has the right to make the final determination on actions to be taken.**

III. Rate Shop Report.

As part of subscribing to the Service, you must sign up to a rate shop program that we designate, at an additional cost to you (currently $60 per month). We will determine in our sole discretion the number of hotels, booking sources and arrival dates to include in the shop reports, and the frequency of delivery of reports to you. Reports exceeding the parameters we establish may be available for an additional charge.

IV. Facility Site Visits.

A property visit may be something to consider based on the market and competition. Facilities subscribing to Premium or Standard Revenue Management Service may request a property visit from the Revenue Management Service Specialist once per year, with the travel and board expenses for the trip being covered by you.

V. Modification of Services.

We reserve the right to modify, replace or add new Services to those described in this Exhibit. If we replace or eliminate any Services, we will provide you with reasonable notice of such modification, which will not materially degrade the level of Services you receive from us.

VI. Pricing.

☐ **Premium Service –** 1.00% of GR/GRR (as applicable) per month, with a minimum of $1,395 per month, maximum of $2,450 per month (maximum of $3,500 per month for Facilities earning $3,000,000 or more in GR/GRR (as applicable) annually).

☐ **Standard Service –** 0.75% of GR/GRR (as applicable) per month, with a minimum of $645 per month, maximum of $1,195 per month. Facilities achieving greater than 70% occupancy for 12 consecutive months must participate in Premium Service rather than Standard.

[Page Intentionally Left Blank]

EXHIBIT C-8

[Page Intentionally Left Blank]

Location:_____
Unit No.:_____

HOTEL CONNECTIVITY SOLUTIONS SUPPORT AGREEMENT

This Hotel Connectivity Solutions Support Agreement ("**Agreement**"), effective as of_____,___(the "**Effective Date**"), by and between _____ ("**Franchisor**" "**we**," "**our**," or "**us**") located at 22 Sylvan Way, Parsippany NJ 07054 and _____ ("**Franchisee**" "**you**," or "**your**"),for a _____® Facility located at governs your access to and use of the products and services described herein ("**Products and Services**"). Franchisor and Franchisee shall each be referred to as a "**Party**" and, together, as the "**Parties**".

RECITALS

You have entered, or are about to enter, into an agreement with a third-party service provider ("**Service Provider**") to provide you with certain products and electronic communications services relating to providing high speed guest internet access at your hotel (the "**Connectivity Agreement**"). Your execution of a Connectivity Agreement, and its ongoing validity, is a condition precedent to the effectiveness hereof.

In consideration of the mutual covenants, representations and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them herein. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the License, Franchise or Membership Agreement between us and you (the "**Franchise Agreement**") and are incorporated herein by reference.

2. TERM AND TERMINATION

2.1 Term. This Agreement's term shall be effective and commence as of the Effective Date and shall continue in full force and effect until its expiration sixty (60) months thereafter, unless earlier terminated in accordance with the terms and conditions hereof ("**Term**").

2.2 Termination and Other Remedies. At our option, we may terminate this Agreement immediately: (a) if you fail to make any payment required per this Agreement, the Connectivity Agreement, the Franchise Agreement or any other agreement between you and us, and such failure continues uncured for 10 days after we give you written notice; (b) if you breach any other covenant or warranty under this Agreement, the Franchise Agreement or any other agreement between you and us and the breach continues uncured for 30 days after we or the Service Provider give you written notice; and/or (c) if the license granted under the Franchise Agreement terminates for any reason and is not immediately replaced by an express written agreement between you and us for a license to continue operation of the Facility. In addition to the above, this Agreement shall terminate automatically in the event that either (i) the Connectivity Agreement terminates or expires, or (ii) the license granted to you under the Franchise Agreement expires or terminates for any reason and is not immediately replaced by an express written agreement between you and us for a license to continue the operation of the Facility.

3. SOFTWARE. We may grant you access or use of any software (including any Splash Page)

("**Software**"), and in the event we do so, the following shall apply:

3.1 License; Title. Subject to payment of all Fees hereunder, we hereby grant you a limited, non-transferable, non-exclusive license, to access, use and display the Software during the Term solely for the benefit of your Permitted Users in accordance with this Agreement. Except as otherwise provided herein, all rights, title and interests in and to the Software are reserved to us or to any third party who licenses it to us or our affiliates. Title to and ownership of the Software, including all Intellectual Property rights therein, is and shall remain with us, our affiliates or any third party who licenses it to us. You shall at all times protect and defend, at your own cost and expense, our rights, title and interests in and to the Software against all claims, liens and legal processes of your creditors. "Permitted User" shall mean any person who is authorized by you, or who is otherwise permitted to access and use the products and/or services described in this Agreement, including without limitation, your employees, guests and You.

3.2 Restrictions. You shall not: (a) permit any unauthorized third party to access or use the Software; (b) create or attempt to create any derivate works based on it; (c) copy, frame or mirror any part or content of the Software; (d) disassemble, decompile, reverse engineer or otherwise attempt to recreate it; or (e) access, use or otherwise manipulate it in order to create a competitive product or service or to copy any features, functions or graphics thereof. We may, at our sole discretion and without prior notice to you, conduct audits of your hardware, computer systems and applications, including by electronic and remote means, to verify conformance with this Agreement.

3.3 Suggestions. Any suggestions and feedback relating to the Software, or relating to any desired or recommended additional features, enhancements or modifications thereto that are provided by or through you or your affiliates to us shall be our exclusive property as of the date offered to us and you and your affiliates hereby assign all rights and interests in and to such suggestions and feedback to us as of that date.

3.4 Permitted Uses. You shall use the Software only for the permitted uses with respect to your business and operations as contemplated herein or in the Franchise Agreement. You shall not load, store or otherwise use any software on or with the Software, without our prior written consent, as the use of such software may adversely affect the operation and functionality of the Software and the Products and Services. If you violate this Section, the warranties set forth herein shall be void, and you shall be solely responsible for the cost of repair or replacement of the Software, if any.

3.5 Our Responsibilities. We shall: (a) use commercially reasonable efforts to make the Software available twenty-four (24) hours a day, seven (7) days a week, except for: (i) planned downtime, or (ii) any unavailability caused by circumstances beyond our reasonable control, such as a force majeure event described in section 12.2 below; and (b) provide the Software only in accordance with applicable laws and government regulations that govern its implementation.

3.6 Your Responsibilities. In addition to those set forth above, You shall: (a) be fully responsible for your Permitted Users' compliance with this Agreement; (b) be fully responsible for the accuracy, quality and legality of any information, content or data, to the extent collected or utilized by you or your employees, agents or representatives, and for the means by which you or your employees, agents or representatives acquires information, content or data; (c) prevent unauthorized access to or use of Software, and notify us promptly of any such unauthorized access or use; and (d) use the Software only in accordance with this Agreement and applicable laws and regulations. You shall not: (i) make the Software available to anyone other than your authorized end users; (ii) sell, resell, rent or lease the Software; (iii) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious content or material, or to store or transmit material in violation of the privacy rights of any third party; (iv)

use the Software to store or transmit software viruses, malicious code or other harmful files; (v) interfere with or disrupt the integrity or performance of the Software or the data of any third party contained therein; or (vi) attempt to gain unauthorized access to the Software or any related networks.

4. PRODUCTS AND SERVICES

4.1 Products or Services Provided by Other Third Parties. During the Term of this Agreement, a Service Provider may offer to provide you with equipment for use as part of your facility's Network architecture ("**Equipment**") to facilitate your electronic communications services ("**Other Third Party**"). Any such Equipment you desire to purchase, lease or otherwise procure from such Other Third Parties shall be detailed in the Connectivity Agreement. We are not and shall not be a party to that Connectivity Agreement and shall not be liable in any manner to either you or such Other Third Party for your or the Other Third Party's compliance with, or breaches of, such Connectivity Agreement. You shall pay all fees for any products or services to be provided by such Other Third Party as specified in your associated Connectivity Agreement, or other agreement between you and such Other Third Party.

4.1.1 Any additional products or services provided to you by a Service Provider in furtherance of or in relation to your Equipment or network services shall be set forth in a separate agreement. We shall not be a party to such agreements and shall not be liable in any manner to either you or any Service Provider for the nature of the products or services agreed to in, or your or the Service Provider's compliance with, or breaches of, such agreements. You shall pay all fees for such additional products or services as specified in your respective agreements between you and such Service Provider.

4.1.2 **Discounted Products or Services.** Franchisor may from time to time advise you that due to our strategic sourcing efforts for our franchisees, certain third parties may be able to make their products or services available to you at a discounted rate ("**Discounted Products or Services**"). Any acquisition by you of such Discounted Products or Services, and any exchange of data between you and any third-party providers, is solely between you and the third-party provider. Franchisor does not warrant or support any Discounted Products or Services. Any Discounted Products or Services shall be governed exclusively by any agreement entered into between you and the third-party provider.

4.2 Support Services Provided by Us. We will provide you with certain support services, as described below.

4.2.1 **Level 1 Telephone Support.** We will make all reasonable efforts to provide 24-hour x 7-day Level 1 telephone support services to you and persons accessing the guest Internet service at your facility. These support services will be provided for your Permitted Users, including your employees and guests. These support services are intended to be used specifically to ensure access to the Public Access Network. Our support desk will address issues pertaining to network activation, hardware and software configuration, and "general" questions pertaining to logging into the Network. These questions typically pertain to basic functionality and connectivity for various PC/Laptop/PDA wireless devices and their respective operating systems, NIC/Drivers, IP/Network, and standard firewall or other configuration settings. Support will not include security-related configuration or setting queries, which would be referred to your Internet Service Provider via a warm "hand off" under Level 2 support as described in §4.2.2.

4.2.2 **Level 2 Telephone Support.** We will make all reasonable efforts to provide Level 2 telephone support services to you (you must provide us with a service provider with sufficient resources with whom to work). The Level 2 support desk will address issues pertaining to broadband access (e.g, third party T1, Cable and DSL providers), network integrity and device responsiveness via remote management tools. This support will rely on detailed documentation you provide to us for accessing network devices. Level 2 support will coordinate with your appointed contact for physical inspections and power cycles of suspected

faulty on-premise equipment. Level 2 support will initiate a warm "hand off" to your third-party Internet Service Provider (as identified in your Connectivity Agreement) for suspected broadband or other potentially significant performance or other issues. Level 2 support will initiate contact with Level 3 hardware support (quoted separately or a third-party, including a service provider) concerning any suspected network equipment malfunction.

4.2.3 **WEB PORTAL SERVICE.** We will provide and host a brand-specific landing page with an End User License Agreement ("**EULA**").

4.2.4 **Splash Page.** We will provide a "splash page" with various promotions and offers from the Wyndham Rewards program, its third-party providers, and/or such other content we may designate from time to time, in our sole discretion, and you hereby accept inclusion of the "splash page" as part of the support services. For purposes hereof, the "splash page" shall also be considered Software as that term is used herein.

4.2.5 **Excluded Services**. The support services hereunder are intended to provide you with front-line support concerning basic connectivity and functionality of your Equipment, to facilitate continued availability of network services you acquire from a third party for your facility. No component of the support services hereunder constitutes or is intended to serve as an Electronic Communications Service (as defined in 18 U.S.C. §2510) or a Remote Computing Service (as defined in 18 U.S.C. §2711) or to provide information security support concerning your network services. Further, any SNMP or other network monitoring activities performed hereunder will be solely related to maintaining equipment and service functionality (for example, bandwidth and network speed) and shall not include content access, monitoring, filtering or other ancillary content-related services. Should you desire any additional network or content-related services, these should be acquired from a third-party service.

5. FEES AND PAYMENT TERMS

5.1 Fees; Payments. You shall pay all fees for the support services to be provided to you by us. We will invoice you monthly at eighty-five cents ($0.85) per room, as reflected in the Franchise Agreement for the support services (the "**Fees**"). All Fees and amounts due hereunder are due upon invoice receipt. We may apply any amounts received to any outstanding invoices in any order. If you do not make all payments of Fees to us when due, then, upon written notice to you, we may withhold implementation, suspend the support services (subject to Section 5.3 below) or terminate this Agreement. We may increase the ongoing Fees on an annual basis by no more than five percent (5%) above the fees paid by you during the immediately preceding twelve- (12-) month period; provided, however, that we shall notify you no less than thirty (30) days prior to any such increase taking effect.

5.2 Overdue Charges. If any Fees or charges are not received from you by the due date, then, at our sole discretion, (a) such Fees or charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) we may condition future subscription renewals on payment terms shorter than those specified in Section 4.1 above.

5.3 Suspension of Service and Acceleration. If any Fees owing by you hereunder are thirty (30) or more days overdue, we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations hereunder so that all such obligations become immediately due and payable, and suspend our support services to you until such amounts are paid in full. We shall give you at least seven (7) days' prior notice that your account is overdue, before suspending the support services.

5.4 **Taxes.** Unless otherwise stated, our Fees do not include any taxes, levies, duties or similar governmental assessments, including but not limited to value- added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with purchases hereunder. If we have a legal obligation to pay or collect Taxes for which you are responsible, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable based on our income, property and employees.

6. TECHNICAL REQUIREMENTS

In order to facilitate connectivity and functionality of electronic communications services at your facility, you may be required to maintain a third-party Service Provider's minimum technical requirements, as set forth in the agreement between you and such Service Provider. If any third-party Service Provider you engage, at your request, attempts to integrate hardware with the Equipment , we shall not be liable for any injury or damage to either the hardware or the functionality of your other contracted communications services or related services unless such injury or damage is due to our gross negligence or willful misconduct. The warranties described herein do not apply to any hardware or Products and Services not provided to you by us.

7. CONFIDENTIALITY

7.1 Each party may from time to time disclose to the other (both orally and in writing), in connection this Agreement, certain financial, technical, legal, marketing, network, and/or other business reports, records, or data (including, but not limited to, Personal Information, computer programs, code, systems, applications, analyses, passwords, procedures, output, information regarding software, Service Provider lists, customer lists, and other customer-related information, advertising and promotional plans, creative concepts, specifications, designs, and/or other material) which the disclosing Party ("**Discloser**") deems, and the receiving Party ("**Receiver**") should consider, proprietary and/or confidential (and of independent economic value) to the disclosing Party (collectively, "**Confidential Information**"). Our Confidential Information also shall include any proprietary and/or confidential information related to our affiliates, employees, franchisees, sales representatives, brokers, and/or customers, as well as any and all content provided by us to you with respect to any Services hereunder. Your Confidential Information also shall include your (and your subcontractors') Software and/or pre-existing proprietary materials licensed or provided to, or accessed by, us hereunder. "**Personal Information**" means any information relating to an identified or identifiable person and that, either by itself or in combination with other information, identifies, or can be used to identify, an individual. Examples include, without limitation, names, phone numbers, addresses, credit card information, social security numbers, and/or account or financial information of Franchisor, Franchisee, or, as applicable, their respective affiliates' employees, franchisees, sales associates, brokers, or customers.

7.2 The Receiver agrees to treat all Confidential Information provided by the Discloser pursuant to this Agreement as proprietary and confidential to the Discloser, and the Receiver shall not (without the Discloser's prior written consent) disclose or permit disclosure of such Confidential Information to any third party, provided that the Receiver may disclose, on a need-to-know basis, such Confidential Information to its third party subcontractors who have signed non-disclosure agreements with the Receiver, and/or to its (and, in the case of Franchisor, to Franchisor's affiliates') current employees, officers, or directors, or legal or financial representatives. The Receiver agrees to safeguard all Confidential Information of the Discloser with at least the same degree of care (which in no event shall be less than reasonable care) as the Receiver uses to protect its own Confidential Information. The Receiver shall use the Discloser's Confidential Information solely for the purpose of fulfilling its obligations hereunder. The Receiver further agrees not to use or disclose the Discloser's Confidential Information for its own benefit or for the benefit of others, except as otherwise authorized by this Agreement or by the Discloser in writing.

7.3 Notwithstanding the foregoing, the Parties agree the following shall not be deemed Confidential Information hereunder: (i) Information the Receiver independently develops without any breach hereof, and can be shown by documentary evidence; (ii) Information which is or becomes in the public domain by no fault or wrongful act of the Receiver; (iii) Information known by the Receiver prior to disclosure by the Discloser; (iv) Information disclosed to the Receiver by a third Party not under a similar confidentiality obligation to the Discloser, and without breach hereof; (v) Information approved for release by written authorization of the Discloser and/or a third Party owner of the information; or (vi) Information disclosed pursuant to the lawful requirement or order of a court or governmental agency, provided that, upon the Receiver's receipt of a request for such disclosure, the Receiver gives prompt notice thereof to the Discloser (unless such notice is not legally permissible or required under the circumstances) so the Discloser may have the opportunity to intervene, contest such disclosure and/or seek a protective order or other appropriate remedy.

7.4 All Confidential Information transmitted or disclosed hereunder will be and remain the Discloser's property, and the Receiver shall (at the Discloser's election) promptly destroy or return to the Discloser any and all copies thereof upon termination or expiration hereof, or upon the Discloser's written request. Upon the Discloser's request, any such destruction shall be certified in writing by the Receiver.

7.5 Nothing herein shall be construed to limit or prohibit the Receiver from independently creating or developing, or from acquiring from third Parties, any information, products, concepts, systems, or techniques that are similar to or compete with those contemplated by or embodied in the Discloser's Confidential Information, provided that (in connection with such creation, development, or acquisition) the Receiver does not violate any of its obligations hereunder.

7.6 The Parties acknowledge and agree that monetary damages may not be calculable or a sufficient remedy for any breach of this Section 7 by the Receiver, and that the Discloser may suffer great and irreparable injury as a consequence of such breach. Accordingly, each Party agrees that, in the event of such a breach or threatened breach, the Discloser shall be entitled to seek equitable relief (including, without limit, injunction and specific performance) to remedy such breach or threatened breach. Such remedies shall not be deemed exclusive remedies for a breach by the Receiver but shall be in addition to any and all other remedies provided hereunder or available at law or equity to the Discloser.

7.7 Notwithstanding the foregoing, to the extent an individual would be considered an employee pursuant to 18 U.S.C. §1833(b)(4), such individuals shall not be held criminally or civilly liable under any U.S. Federal or State trade secret law for the disclosure of Confidential Information if such disclosure is made in confidence to a government official, either directly or indirectly, or to that individual's attorney, if such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law or if the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Moreover, an individual who files a lawsuit for retaliation claiming that retaliation against said individual for reporting a suspected violation of law may disclose Confidential Information to his or her attorney and may use it in the court proceeding, provided any document containing it is filed under seal and the individual does not disclose it except pursuant to court order.

8 NO WARRANTIES

EXCEPT WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS OR SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY ORDER OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT YOU

MAY ATTAIN THROUGH THE USE OF THE PRODUCTS OR SERVICES OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; (C) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM AND PRODUCTS OR SERVICES HEREUNDER; AND (D) WE MAKE NO REPRESENTATION OR WARRANTY, AND DISCLAIM ANY AND ALL LIABILITY, REGARDING ANY CONTENT OR OTHER INFORMATION THAT MAY BE TRANSMITTED THROUGH THE PRODUCTS OR SERVICES. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI-MALWARE SOFTWARE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE PRODUCTS OR SERVICES UNLESS DUE TO OUR WILLFUL MISCONDUCT.

9 INDEMNIFICATION

You shall indemnify, defend and hold harmless us, our affiliates, our licensors, successors and assigns and each of the respective directors, officers and employees associated with them against all claims, actions or proceedings, arising out of or related to this Agreement (including any use by any Permitted Users or any other person of the products or services described in this Agreement) as well as any agreement you enter into related to this Agreement, including, but not limited to, your failure to comply with this Agreement. We shall not be liable to you or any other person or entity for injury, damages or property loss, including but not limited to, damages to your facility, as a result of your or the facility's operation, use or non-use of the Products and Services. You are not obligated to indemnify us for our own willful misconduct arising out of the operation, use or non-use of the products and services.

10 DAMAGE LIMITATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL WE OR AN AFFILIATE BE LIABLE TO YOU FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE (COLLECTIVELY, "**INDIRECT DAMAGES**") IN CONNECTION WITH THE PRODUCTS AND SERVICES OR THIS AGREEMENT, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, FOR DIRECT DAMAGES CAUSED BY US (AND ANY INDIRECT DAMAGES TO THE EXTENT THE ABOVE LIMITATION IS NOT RECOGNIZED BY A COURT OR OTHER AUTHORITY) ANY CLAIM SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY YOU TO US FOR THE SERVICES FOR THE PREVIOUS TWELVE (12) MONTH PERIOD. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

11 OWNERSHIP OF GUEST INFORMATION.

We shall own all Guest Information in our possession or that of any service provider holding it on our behalf, and you shall own all Guest Information in your possession or that of any service provider holding it on your behalf. To the extent both Parties possess identical Guest Information, our and your respective ownership rights with regard to it shall be separate and independent from one another. For purposes hereof, "Guest Information" shall mean names, contact and other information about guests and customers of your facility, including without limitation stay information, that either we or you or a person acting on behalf of one or both of us receives from or on behalf of the other or any guest or customer of your facility or any other third party; provided, however, that Guest Information shall not include any information, content or other

materials accessed, provided, or otherwise used by any person through or in connection with the Products and Services.

12 **ADDITIONAL PROVISIONS**.

12.1 Costs and Expenses. The non-prevailing Party will pay the costs and expenses incurred, including reasonable attorneys' fees and expenses, by the prevailing Party to enforce this Agreement.

12.2 Force Majeure. If performance by you or us is delayed or prevented because of strikes, inability to procure labor or materials, supplier or subcontractor defaults, delays or shortages of transportation, failure of power or telephone transmissions, restrictive governmental laws or regulations, weather conditions, epidemic, pandemic, quarantine or other public health crisis, or other reasons beyond the reasonable control of the Party, then such performance will be excused and the period for performance will be extended for a period equivalent to the period of such delay. Delays or failures to pay resulting from lack of funds will not be deemed delays beyond your reasonable control.

12.3 Notices. Notices will be effective if made in writing and delivered, by next day delivery service with proof of delivery, by facsimile transmission immediately followed by first class mailing of the original notice, or mailed by certified or registered mail, return receipt requested, to the appropriate Party at its address herein or at such address as may be designated by notice in accordance with this Section. Notices will be deemed given on the date delivered or date of attempted delivery, if service is refused. As of the Effective Date hereof, the notice address of the Parties is as follows:

If to Franchisor:	**If to Franchisee:**
_____	_____
22 Sylvan Way	_____
Parsippany, NJ 07054	_____
Attn: Scott Strickland, EVP & CIO	_____
With a copy to:	**With a copy to:**
WHR Operations, LLC	_____
22 Sylvan Way	_____
Parsippany, NJ 07054	_____
Attn: Paul Cash, EVP &	_____
General Counsel	

12.4 Your Forms. We are not bound by any terms of your purchase order forms or notices of acceptance which attempt to impose any conditions at variance with our terms and conditions included herein or in our invoices, standards manuals, technical specifications or elsewhere. Our failure to object to any provision contained in your printed form is not a waiver of any term hereof.

12.5 Governing Law/Venue. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of law provisions. You consent to the non-exclusive personal jurisdiction of the New Jersey state courts situated in Morris County, New Jersey, and the United States District Court for the District of New Jersey. You waive objection to venue in any such courts. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, CLAIM OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES ARISING HEREUNDER, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT.

12.6 Waiver. If either Party fails to exercise any right or option at any time hereunder, such failure will not be deemed a waiver of the exercise of such right or option at any other time or the waiver of a different right or option. Termination hereof by either you or we will not waive your obligation to make any payments then due to us hereunder.

12.7 Agreement. This Agreement supersedes all prior oral and written agreements and understandings and, together with any order forms that may accompany this Agreement, constitutes the entire Agreement between the Parties with respect to this subject matter. Nothing in this or any other related agreement, however, is intended to disclaim any express representations made in the Franchise Disclosure Document provided to you by us or our affiliates. This Agreement may not be amended, modified or rescinded except in writing, signed by both Parties. If any provision hereof is determined to be void or unenforceable, it shall be deemed severed from the Agreement and the remainder hereof shall continue in full force and effect. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and permitted assigns. Notwithstanding the above, you may not assign this Agreement without our express written consent, except as permitted under the Franchise Agreement. The provisions hereof that due to their content should have continuing life shall survive the termination of this Agreement. This Agreement is intended for the sole benefit and protection of the named Parties, and no other persons or entities shall have any cause of action or right to payments made or received hereunder.

12.8 Mediation. The Parties shall attempt in good faith to resolve any dispute concerning this Agreement promptly through negotiation between authorized representatives. If these efforts are not successful, either Party may attempt to resolve the dispute through non-binding mediation. Either Party may request mediation which shall be conducted by a mutually acceptable and neutral third-party organization. If the Parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either Party may pursue litigation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement as of the Effective Date.

WE:_____

BY:_____
NAME:_____
TITLE:_____

YOU, as Franchisee:_____

BY:_____
NAME: _____
TITLE: _____

By signing this Agreement, you represent that you are authorized to enter into this Agreement on behalf of the Franchisee.

Your address:

Address for Deliveries (if different):

Our address: 22 Sylvan Way, Parsippany, New Jersey 07054, USA

.

EXHIBIT C-9

[Page Intentionally Left Blank]

Location: _____
Unit No:_____

REMOTE SALES SERVICES AGREEMENT

This REMOTE SALES SERVICES AGREEMENT ("Agreement") is made as of _____, 20__("Effective Date") by and between Wyndham Hotel Group, LLC, with offices located at 22 Sylvan Way, Parsippany, New Jersey 07054 ("we", "our", or "us") and _____with principal offices located at _____("you") regarding the _____® guest lodging facility located at _____ ("Facility").

Recitals. We have developed a supplementary remote local sales consulting service as described in Exhibit A, (the "Service") in addition to the primary services we provide to franchisees or members under their franchise or membership agreements. By signing below, you acknowledge your participation in the Services at the rates set forth and in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, you and we agree as follows:

1. **Provision of Services.** In addition to the description in Exhibit A, we will provide the Service in accordance with any Remote Sales Service Policies ("RSS Policies"), as they may be set forth in System Standards and updated from time to time. Within ten (10) days after the Effective Date, your primary representative (described below) and our representative shall meet and confer to determine the terms under which we shall provide the Service (the "Initial Meeting"). You will establish the reference room rate for the Facility upon which all other rates are based ("Rate of the Day"). In addition, you will establish the parameters under which we are authorized to offer rooms or services at the Facility to third parties in connection with potential stays (including, but not limited to the discount off Rate of the Day, group size limits, amenities, packages or other incentives). You retain ultimate and sole control over all decisions to accept, or not to accept, all sales at the Facility. The Service shall begin the day on which you provide us, in writing, with all information that we reasonably request during the Initial Meeting and the authorizations for Service described in Exhibit A (the "Commencement Date").

   Subject to the foregoing, by entering into this Agreement, you explicitly (i) agree to abide by the RSS Policies, (ii) authorize us to access, as necessary, your room rates, inventory and other Facility information in our Reservation System, your Facility's property management system, your Facility's food and beverage system (if applicable), any extranets that the Facility maintains with OTAs, and all third party sales response and tracking systems (e.g. Lanyon, HotelPlanner), (iii) authorize us to offer for sale to third parties room and other services at the Facility within certain parameters pre-authorized by you, and (iv) authorize us to accept non-contract reservations from third parties for rooms and other services at the Facility within certain parameters pre-authorized by you without advance notice to you. **We will not, however, enter into any contract on your behalf and you will be solely responsible for (i) contracting with any third parties that wish to stay at the Facility, and (ii) any sales at the Facility that fall outside of the parameters pre-authorized by you.** In addition, during the term of this Agreement, you agree to insert the following acknowledgment into all contracts you enter into with third parties with respect to sales at the Facility:

   "*The parties to this Agreement agree and acknowledge that neither Wyndham Hotels & Resorts, Inc., Wyndham Hotel Group, LLC nor any of their affiliates or subsidiaries is a party to this Agreement and shall have no liability for any events or occurrences arising, or failing to arise, out of this Agreement.*"

You acknowledge that we are not responsible for any third-party guests at the Facility (regardless of whether they were referred to the Facility by us or their reservations were accepted by us in connection with the Service) and that the indemnification obligations described in your Franchise or Membership Agreement apply at all times during the course of this Agreement.

2. **Facility Representative.** You shall designate, at the end of this Agreement, a primary Facility representative who shall have the authority to make binding decisions to accept reservations for the Facility and a secondary representative who shall exercise such authority in the absence of the primary representative. We may communicate with these representatives by telephone, e-mail or in another manner, and may rely on any communication which we believe, in good faith, is from them. You may change your designation at any time by notifying us in accordance with Section 11(E) below. Upon our request, the Facility representative shall provide feedback concerning the performance, operation and general acceptability of the Service, as well as recommendations for improvement.

3. **Fee.** You shall pay to us the Fees set forth in Exhibit A, which shall be paid within fifteen (15) days of the receipt of each invoice. We may increase the Fees by providing you at least thirty (30) days prior written notice, provided that you may terminate this Agreement upon fifteen (15) days prior written notice if the increase in Fees over a one-year period is a total of more than ten percent (10%) of the Fees in effect at the beginning of the period.

4. **Term.** The "Term" of this Agreement shall begin on the Commencement Date and shall continue for one year whereupon it shall be automatically renewed for successive Terms of one year each until (i) expiration or termination of the Franchise or Membership Agreement when this Agreement will automatically terminate, or (ii) either party terminates this Agreement in accordance with Section 5 below.

5. **Suspension or Termination.** If either party breaches this Agreement (including but not limited to failing to abide by the RSS Policies) and fails to correct such breach within thirty (30) days (or ten (10) days in the event of any failure to pay amounts owed under this Agreement when due) of being notified thereof in writing, the non-breaching party may terminate or suspend performance under this Agreement, effective upon written notice to the breaching party. For the avoidance of doubt, failure to provide us such prior written notice within the foregoing timeframe shall render any notice null and void and the Agreement shall remain unchanged and in full force and effect. In addition, at any time after ninety (90) days after the Commencement Date, you may terminate this Agreement without cause by providing at least thirty (30) days' prior written notice of termination to us. We may terminate this Agreement without cause by providing at least sixty (60) days' prior written notice of termination to you.

6. **Dispute Resolution.** Any disputes occurring under this Agreement shall be resolved in accordance with the dispute resolution procedures under the Franchise or Membership Agreement, including but not limited to, the provisions concerning waiver of jury trial, consent to venue and personal jurisdiction, and choice of law.

7. **Confidentiality.** Any know-how, algorithms, formulae, data, recommendations, documentation, software, or other materials or information that we furnish to you in connection with the Services shall be deemed "Confidential Information" as defined in the Franchise or Membership Agreement and shall be subject to all prohibitions on disclosure, copying or use of the Confidential Information under the Franchise or Membership Agreement. We shall have all rights under the Franchise or Membership Agreement if you breach these confidentiality obligations.

8. **No Warranty. WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY WILL ATTAIN AS A RESULT OF THE SERVICE OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE. WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SERVICES, UNLESS DUE TO OUR WILFULL MISCONDUCT.**

9. **Limitation on Liability. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "INDIRECT DAMAGES") ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL EXHIBITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. IN ADDITION, EACH PARTY'S DIRECT DAMAGES (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION OR OTHER AUTHORITY DOES NOT RECOGNIZE OR ENFORCE THE WAIVER FROM LIABILITY SET FORTH IN THE FIRST SENTENCE OF THIS SECTION) SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO US DURING THE THEN CURRENT TERM OF THE AGREEMENT. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR THE CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES THAT MAY BE THE RESULT OF ADMINISTRATIVE ERRORS PROVIDED THAT NO MALICE OR NEGLIGENCE WAS INTENDED.**

10. **Force Majeure.** In no event shall either party be liable for any failure or delay in performance (except for the obligation to remit fees) due to causes or circumstances beyond its reasonable control and without its fault or negligence (including, but not limited to, Acts of God, acts of the public enemy, war or terrorism, acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia, fires, floods, or other natural disaster, strikes or any other labor disputes, communication line failures, and/or freight embargoes). The party claiming such a failure or delay must promptly notify the other party of such failure or delay. In the event that any such failure or delay continues for more than thirty (30) days, then either party upon notice to the other may terminate this Agreement without any further liability to the other party.

11. **Miscellaneous**

A. **Entire Agreement.** The parties agree that this Agreement contains the entire agreement between the parties relating to the Services, superseding and terminating any prior representation, warranty or agreement, whether oral or in writing. No modification or amendment of this Agreement shall be binding upon either party unless the same has been made in writing and executed by both parties. Notwithstanding the foregoing, no provision in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document.

B. **No Third-Party Beneficiary.** Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies under this Agreement upon any person or legal entity other than you.

C. **Successors and Assigns.** You agree that we may assign this Agreement or any of our rights and obligations hereunder without your consent. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Notwithstanding the above, you may not assign this Agreement or any of your rights or obligations hereunder without our express written consent.

D. **Counterpart Execution.** This Agreement may be executed in counterparts and each copy so executed shall be deemed an original. Any copy delivered by facsimile transmission or bearing an electronic signature shall be granted the same legal effect as a copy having an original signature.

E. **Notices.** All notices shall be delivered in the manner set forth in the Franchise or Membership Agreement. Such notices shall be deemed given on the date delivered or date of attempted delivery if refused.

F. **Waivers.** If we allow you to deviate from any term of this Agreement, we may insist on strict compliance of any other term or of the same term at a later time. All waivers under this Agreement must be in writing and signed by our authorized representative to be effective.

IN WITNESSS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in duplicate on the day and year first above written.

WE:_____	YOU:_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Your primary and secondary Facility representatives for making group sales decisions and communicating with us:
[Please provide name and title of each]

Primary: Name:_____ Title: _____
Secondary: Name: _____ Title: _____

Email address/Phone no. of Primary Representative:_____
Email address/Phone no. of Secondary Representative:_____

EXHIBIT A

Remote Sales Service

I. Description of Services

TYPE	DESCRIPTION	FREQUENCY
Dedicated local sales service representative	Each Facility shall be provided with a dedicated Remote Sales Service representative who will provide on-going local sales support and training to Facility staff	On-going
Remote Sales Call/Meeting	Scheduled call with Facility to discuss local sales strategy for the next 30/60/90 days	☑ (1x month)
Sales Reporting	Review Facility performance on a bi-weekly basis, provide critical analysis of performance & future strategies	☑ (1x two weeks)
Lead Response	Collaborate with Facility to establish and follow protocol by which our representative will respond to all sales leads at the Facility	On-going
Corporate Rate Strategy	Qualify and, as authorized, negotiate corporate rates	On-going
In-Market Prospecting	Solicit new, current and active local accounts identified by Facility	On-going
Market Research	Conduct independent research into Facility's market and into prospective accounts	On-going
RFP Process	Review and establish negotiated pricing/RFP process for Facility; lead RFP response process	On-going
City Demand	Review city event/convention calendars to maintain awareness of demand generators	☑ (weekly)
Groups	Collaborate with Facility representative (and/or revenue manager) to create group displacement analysis as needed, analyze group prospects, provide pricing strategy & guidance, review & update group sales page(s)	☑ (review & update sales page(s) 2x year)
Group Blocks	Work with Facility to ensure group inventory & cut-off dates are managed according to demand	☑
GSO Education	Educate WHR's Global Sales Organization about the Facility and available resources therein	☑

II. Facility Requirements

As a condition of the Facility's participation in the Service, you are required, among other things, to:

- Update your primary and secondary representative, as needed
- Actively participate with our representative in all respects to enable their ability to perform the Service
- Be available to conduct in person or virtual Facility tours
- Promptly forward all inquiry leads, RFPs, and other sales-related calls or communications to us

- Define, and update as needed, the parameters under which we are authorized to offer and accept reservations for rooms or services at the Facility to third parties (including, but not limited to the discount off Rate of the Day, group size limits, amenities, packages or other incentives)

III. Facility Site Visits.

A property visit may be appropriate based on the Facility's market, amenities and competition. Facilities may request a property visit from our Remote Sales Service representatives once per year, with the travel and board expenses for the trip being covered by you.

IV. Modification of Services.

We reserve the right to modify, replace or add new Services to those described in this Exhibit. If we replace or eliminate any Services, we will provide you with reasonable notice of such modification, which will not materially degrade the level of Services you receive from us.

V. Pricing: $1,400 per month.

EXHIBIT D

[Page Intentionally Left Blank]

decrease to the fair value of our outstanding forward foreign currency exchange contracts, which would generally be offset by an opposite effect on the underlying exposure being economically hedged.

Argentina is considered to be a highly inflationary economy. As of December 31, 2022, we had total net assets of $2 million in Argentina.

Our total market risk is influenced by a wide variety of factors including the volatility present within the markets and the liquidity of the markets. There are certain limitations inherent in the sensitivity analyses presented. While probably the most meaningful analysis, these "shock tests" are constrained by several factors, including the necessity to conduct the analysis based on a single point in time and the inability to include the complex market reactions that normally would arise from the market shifts modeled.

Item 8. Financial Statements and Supplementary Data.

The financial statements required to be filed pursuant to this Item 8 are appended to this Annual Report on Form 10-K. A list of the financial statements filed herewith is found in Part IV, Item 15 commencing on page F-1 hereof.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

Not applicable.

Item 9A. Controls and Procedures.

Disclosure Controls and Procedures. Our management, with the participation of our principal executive and principal financial officers, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. Based on such evaluation, our principal executive and principal financial officers have concluded that, as of the end of such period, our disclosure controls and procedures were effective and operating to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and to provide reasonable assurance that such information is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure.

Management's Report on Internal Control Over Financial Reporting. Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) under the Exchange Act. Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2022. In making this assessment, management used the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on this assessment, our management believes that, as of December 31, 2022, our internal control over financial reporting is effective. Our independent registered public accounting firm has issued an attestation report on the effectiveness of our internal control over financial reporting, which is included within their audit opinion on page F-2.

There have been no changes in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) during the most recent fiscal quarter to which this report relates that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

Item 9B. Other Information.

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not Applicable.

INDEX TO ANNUAL CONSOLIDATED FINANCIAL STATEMENTS

	Page
Report of Independent Registered Public Accounting Firm (PCAOB ID No. 34)	F-2
Consolidated Statements of Income/(Loss)	F-4
Consolidated Comprehensive Income/(Loss)	F-5
Consolidated Balance Sheets	F-6
Consolidated Statements of Cash Flows	F-7
Consolidated Statements of Equity	F-8
Notes to Consolidated Financial Statements	F-9

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Wyndham Hotels & Resorts, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Wyndham Hotels & Resorts, Inc. and subsidiaries (the "Company") as of December 31, 2022 and 2021, the related consolidated statements of income (loss), comprehensive income (loss), equity, and cash flows, for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the "financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

Basis for Opinions

The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Report on Internal Control over Financial Reporting*. Our responsibility is to express an opinion on these financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the financial statements included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures to respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Deferred Revenues and Liability – Wyndham Rewards Loyalty Program – Refer to Notes 2 and 3 to the financial statements

Critical Audit Matter Description

The Company operates the Wyndham Rewards loyalty program under which members earn points that can be redeemed for free nights or other rewards. Wyndham Rewards members primarily accumulate points by staying at a participating hotel, club resort, or vacation rental or by making purchases with their Wyndham Rewards co-branded credit card. Revenues related to the issuance of loyalty points are recognized net of redemptions over time based upon loyalty point redemption patterns, including an estimate of loyalty points that will expire or will never be redeemed. In addition, the Company records a liability for estimated future redemption costs of outstanding loyalty points.

The Company estimates the value of the deferred revenues and related liability (collectively referred to as the "liability") related to the loyalty program based on (i) an estimated cost per point and (ii) an estimated redemption rate of the overall points earned, which is determined with the assistance of a third-party actuarial firm through historical experience, current trends and the use of an actuarial analysis, and includes an estimate of the points that will expire or will never be redeemed. Changes in the estimated cost per point and/or the estimated redemption rate used in the determination of the liability could result in a material change to the amount of liability reported.

We identified the estimated cost per point and the estimated redemption rate used in the determination of the liability as a critical audit matter because of the significant judgments made by management to estimate the cost per point and the redemption rate. This required a high degree of auditor judgment and an increased extent of effort, including the involvement of our actuarial specialists, when performing audit procedures to evaluate the reasonableness of management's estimates and assumptions related to the selection of the estimated cost per point and the estimated redemption rate.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the estimated cost per point and estimated redemption rate used in the determination of the liability included the following, among others:

- We tested the effectiveness of the controls related to the liability, including those over the estimate of the cost per point and the estimate of the redemption rate.
- We evaluated the assumptions used by management to estimate the cost per point by:
  - Testing the underlying data that served as the inputs for the historical cost per point, including historical redemptions.
  - Discussing with management the assumptions used in the Company's estimated future cost per point and evaluating the reasonableness by comparing the projections to (1) forecasted information included in industry reports, and (2) trends in Wyndham Rewards member behavior.
  - Comparing management's prior-year estimated cost per point to actual redemptions during the current year to identify potential bias in the determination of the liability.
  - Evaluating whether the assumptions used by management to estimate the cost per point were consistent with evidence obtained in other areas of the audit.
- We evaluated the assumptions used by management to estimate the redemption rate by:
  - Testing the underlying data that served as the inputs for the actuarial analysis of the estimated redemption rate, including earnings and redemptions.
  - Evaluating whether any approved changes to the Wyndham Rewards loyalty program have been appropriately considered in the actuarial analysis of the estimated redemption rate.
  - Comparing management's prior-year estimated redemption rate to actual redemptions during the current year to identify potential bias in the determination of the liability.
- With the assistance of our actuarial specialists, we developed a range of independent estimates of the liability, utilizing the same underlying data tested above, and compared our estimates to management's estimates.

/s/ Deloitte & Touche LLP
New York, New York
February 16, 2023

We have served as the Company's auditor since 2017.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED STATEMENTS OF INCOME/(LOSS)
(In millions, except per share amounts)

	Year Ended December 31,		
	2022	**2021**	**2020**
Net revenues			
Royalties and franchise fees	$ 512	$ 461	$ 328
Marketing, reservation and loyalty	544	468	370
Management and other fees	57	117	64
License and other fees	100	79	84
Other	141	120	104
Fee-related and other revenues	1,354	1,245	950
Cost reimbursements	144	320	350
Net revenues	1,498	1,565	1,300
Expenses			
Marketing, reservation and loyalty	524	450	419
Operating	106	132	109
General and administrative	123	113	116
Cost reimbursements	144	320	350
Depreciation and amortization	77	95	98
Gain on asset sale, net	(35)	—	—
Separation-related	1	3	2
Impairments, net	—	6	206
Restructuring	—	—	34
Transaction-related, net	—	—	12
Total expenses	940	1,119	1,346
Operating income/(loss)	558	446	(46)
Interest expense, net	80	93	112
Early extinguishment of debt	2	18	—
Income/(loss) before income taxes	476	335	(158)
Provision for/(benefit from) income taxes	121	91	(26)
Net income/(loss)	$ 355	$ 244	$ (132)
Earnings/(loss) per share			
Basic	$ 3.93	$ 2.61	$ (1.42)
Diluted	3.91	2.60	(1.42)

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME/(LOSS)
(In millions)

	Year Ended December 31,		
	2022	**2021**	**2020**
Net income/(loss)	$ 355	$ 244	$ (132)
Other comprehensive income/(loss), net of tax			
Foreign currency translation adjustments	(5)	—	3
Unrealized gains/(losses) on cash flow hedges	58	37	(28)
Other comprehensive income/(loss), net of tax	53	37	(25)
Comprehensive income/(loss)	$ 408	$ 281	$ (157)

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED BALANCE SHEETS
(In millions, except per share amounts)

	December 31, 2022	December 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 161	$ 171
Trade receivables, net	234	246
Prepaid expenses	59	51
Other current assets	91	98
Assets held for sale	—	154
Total current assets	545	720
Property and equipment, net	99	106
Goodwill	1,525	1,525
Trademarks, net	1,232	1,202
Franchise agreements and other intangibles, net	374	473
Other non-current assets	348	243
Total assets	$ 4,123	$ 4,269
Liabilities and stockholders' equity		
Current liabilities:		
Current portion of long-term debt	$ 20	$ 21
Accounts payable	39	31
Deferred revenues	83	70
Accrued expenses and other current liabilities	264	258
Liabilities held for sale	—	17
Total current liabilities	406	397
Long-term debt	2,057	2,063
Deferred income taxes	345	366
Deferred revenues	164	165
Other non-current liabilities	189	189
Total liabilities	3,161	3,180
Commitments and contingencies (Note 15)		
Stockholders' equity:		
Preferred stock, $0.01 par value, authorized 6.0 shares, none issued and outstanding	—	—
Common stock, $0.01 par value, 101.6 and 101.3 issued at December 31, 2022 and 2021	1	1
Treasury stock, at cost – 15.2 and 9.0 shares at December 31, 2022 and 2021	(964)	(519)
Additional paid-in capital	1,569	1,543
Retained earnings	318	79
Accumulated other comprehensive income/(loss)	38	(15)
Total stockholders' equity	962	1,089
Total liabilities and stockholders' equity	$ 4,123	$ 4,269

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	Year Ended December 31,		
	2022	**2021**	**2020**
Operating activities			
Net income/(loss)	$ 355	$ 244	$ (132)
Adjustments to reconcile net income/(loss) to net cash provided by/(used in) operating activities:			
Depreciation and amortization	77	95	98
(Recovery of)/provision for doubtful accounts	(2)	21	37
Impairments, net	—	6	209
Deferred income taxes	(39)	(1)	(23)
Stock-based compensation	33	28	21
Gain on asset sale, net	(35)	—	—
Loss on early extinguishment of debt	2	18	—
Net change in assets and liabilities:			
Trade receivables	16	25	(38)
Prepaid expenses	(6)	(9)	3
Other current assets	(3)	(45)	1
Accounts payable, accrued expenses and other current liabilities	14	39	(46)
Deferred revenues	22	16	(54)
Payments of development advance notes	(52)	(32)	(17)
Proceeds from development advance notes	4	2	1
Other, net	13	19	7
Net cash provided by operating activities	399	426	67
Investing activities			
Property and equipment additions	(39)	(37)	(33)
Acquisition of hotel brand	(44)	—	—
Loan advances	—	—	(1)
Loan repayments	—	3	3
Proceeds from asset sales, net	263	—	—
Other, net	(1)	—	—
Net cash provided by/(used in) investing activities	179	(34)	(31)
Financing activities			
Proceeds from borrowings	400	45	1,244
Principal payments on long-term debt	(404)	(574)	(760)
Finance lease payments	(5)	(5)	(5)
Debt issuance costs	(4)	—	(10)
Dividends to stockholders	(116)	(82)	(53)
Repurchases of common stock	(448)	(107)	(50)
Exercise of stock options	4	17	—
Net share settlement of incentive equity awards	(11)	(7)	(4)
Other, net	—	—	1
Net cash (used in)/provided by financing activities	(584)	(713)	363
Effect of changes in exchange rates on cash, cash equivalents and restricted cash	(4)	(1)	—
Net (decrease)/increase in cash, cash equivalents and restricted cash	(10)	(322)	399
Cash, cash equivalents and restricted cash, beginning of period	171	493	94
Cash, cash equivalents and restricted cash, end of period	$ 161	$ 171	$ 493

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED STATEMENTS OF EQUITY
(In millions)

	Common Shares Outstanding	Common Stock	Treasury Stock	Additional Paid-in Capital	Retained Earnings/(Accumulated Deficit)	Accumulated Other Comprehensive Income/(Loss)	Total Equity
Balance as of December 31, 2019	94	$ 1	$ (363)	$ 1,488	$ 113	$ (27)	$ 1,212
Net loss	—	—	—	—	(132)	—	(132)
Other comprehensive loss	—	—	—	—	—	(25)	(25)
Dividends	—	—	—	—	(53)	—	(53)
Repurchase of common stock	(1)	—	(45)	—	—	—	(45)
Net share settlement of incentive equity awards	—	—	—	(4)	—	—	(4)
Change in deferred compensation	—	—	—	21	—	—	21
Cumulative effect of change in accounting standard	—	—	—	—	(10)	—	(10)
Other	—	—	—	(1)	—	—	(1)
Balance as of December 31, 2020	93	1	(408)	1,504	(82)	(52)	963
Net income	—	—	—	—	244	—	244
Other comprehensive income	—	—	—	—	—	37	37
Dividends	—	—	—	—	(83)	—	(83)
Repurchase of common stock	(2)	—	(110)	—	—	—	(110)
Net share settlement of incentive equity awards	—	—	—	(7)	—	—	(7)
Change in deferred compensation	—	—	—	28	—	—	28
Exercise of stock options	—	—	—	17	—	—	17
Issuance of shares for restricted stock units vesting	1	—	—	—	—	—	—
Other	—	—	(1)	1	—	—	—
Balance as of December 31, 2021	92	1	(519)	1,543	79	(15)	1,089
Net income	—	—	—	—	355	—	355
Other comprehensive income	—	—	—	—	—	53	53
Dividends	—	—	—	—	(116)	—	(116)
Repurchase of common stock	(6)	—	(445)	—	—	—	(445)
Net share settlement of incentive equity awards	—	—	—	(11)	—	—	(11)
Change in deferred compensation	—	—	—	33	—	—	33
Exercise of stock options	—	—	—	4	—	—	4
Balance as of December 31, 2022	86	$ 1	$ (964)	$ 1,569	$ 318	$ 38	$ 962

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unless otherwise noted, all amounts are in millions, except share and per share amounts)

1. BASIS OF PRESENTATION

Wyndham Hotels & Resorts, Inc. (collectively with its consolidated subsidiaries, "Wyndham Hotels" or the "Company") is a leading global hotel franchisor, licensing its renowned hotel brands to hotel owners in over 95 countries around the world.

The Consolidated Financial Statements have been prepared on a stand-alone basis. The Consolidated Financial Statements include the Company's assets, liabilities, revenues, expenses and cash flows and all entities in which it has a controlling financial interest. The accompanying Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). All intercompany balances and transactions have been eliminated in the Consolidated Financial Statements.

In presenting the Consolidated Financial Statements, management makes estimates and assumptions that affect the amounts reported and related disclosures. Estimates, by their nature, are based on judgment and available information. Accordingly, actual results could differ from those estimates. In management's opinion, the Consolidated Financial Statements contain all normal recurring adjustments necessary for a fair presentation of annual results reported.

Business Description

The Company operates in the following segments:

- **Hotel Franchising —** licenses the Company's lodging brands and provides related services to third-party hotel owners and others.
- **Hotel Management —** provides hotel management services for full-service hotels.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

When evaluating an entity for consolidation, the Company first determines whether an entity is within the scope of the guidance for consolidation of variable interest entities ("VIEs") and if it is deemed to be a VIE. If the entity is considered to be a VIE, the Company determines whether it would be considered the entity's primary beneficiary. The Company consolidates those VIEs for which it has determined that it is the primary beneficiary. The Company will consolidate an entity not deemed a VIE upon a determination that it has a controlling financial interest. For entities where the Company does not have a controlling financial interest, the investments in such entities are classified as available-for-sale securities or accounted for using the equity or cost method, as appropriate.

Use of Estimates and Assumptions

The preparation of the Consolidated Financial Statements requires the Company to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities in the Consolidated Financial Statements and accompanying notes. Although these estimates and assumptions are based on Company's knowledge of current events and actions it may undertake in the future, actual results may ultimately differ from estimates and assumptions.

Revenue Recognition

The principal source of revenues from franchising hotels is ongoing royalty, marketing and reservation fees, which are typically a percentage of gross room revenues of each franchised hotel. For a more detailed description of revenue recognition see Note 3 - Revenue Recognition.

Loyalty Program

The Company operates the Wyndham Rewards loyalty program. Loyalty members primarily accumulate points by staying in hotels operated under one of the Company's brands. Wyndham Rewards members may also accumulate points by purchasing everyday services and products with their Wyndham Rewards co-branded credit card.

The Company earns revenue from these programs (i) when a member stays at a participating hotel or club resort or vacation rental from a fee charged by the Company to the property owner or manager, which is based upon a percentage of room revenues generated from such stay which the Company recognizes, net of redemptions, over time based upon loyalty point redemption patterns, including an estimate of loyalty points that will expire or will never be redeemed, and (ii) based upon a percentage of the member's spending on the Wyndham Rewards co-branded credit cards for which revenues are paid to the Company by a third-party issuing bank which the Company primarily recognizes over time based upon the redemption patterns of the loyalty points earned under the program, including an estimate of loyalty points that will expire or will never be redeemed.

As members earn points through the loyalty program, the Company records a liability for the estimated future redemption costs, which is calculated based on (i) an estimated cost per point and (ii) an estimated redemption rate of the overall points earned, which is determined with the assistance of a third-party actuarial firm through historical experience, current trends and the use of an actuarial analysis. The Company estimates the value of the future redemption obligations by projecting the timing of future point redemptions based on historical levels, including an estimate of the points that will expire or never be redeemed, and an estimate of the points members will eventually redeem. The recorded liability related to the program totals $118 million and $109 million as of December 31, 2022 and 2021, respectively, of which $74 million and $67 million, respectively, are included in accrued expenses and other current liabilities, and $44 million and $42 million, respectively, are included in other non-current liabilities on the Company's Consolidated Balance Sheets.

Cash and Cash Equivalents

The Company considers highly-liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Valuation of Accounts Receivable

The Company measures the expected credit losses of its receivables on a collective (pool) basis which aggregates receivables with similar risk characteristics and uses historical collection attrition rates for periods ranging from seven to ten years to estimate its expected credit losses. For a more detailed description of the valuation of accounts receivable see Note 5 - Accounts Receivable.

Advertising Expense

Advertising costs are expensed in the period incurred. Advertising expenses, which are primarily recorded within marketing and reservation expenses on the Consolidated Statements of Income/(Loss), were $124 million, $85 million and $57 million in 2022, 2021 and 2020, respectively.

Property and Equipment

Property and equipment (including leasehold improvements) are recorded at cost, and presented net of accumulated depreciation and amortization. Depreciation, recorded as a component of depreciation and amortization on the Consolidated Statements of Income/(Loss), is calculated utilizing the straight-line method over the lesser of the lease terms or estimated useful lives of the related assets. Amortization of leasehold improvements, also recorded as a component of depreciation and amortization, is calculated utilizing the straight-line method over the lesser of the estimated benefit period of the related assets or the lease terms. Useful lives are generally up to 20 years for leasehold improvements and from three to seven years for furniture, fixtures and equipment.

The Company capitalizes the costs of software developed for internal use in accordance with the guidance for accounting for costs of computer software developed or obtained for internal use. Capitalization of software developed for internal use commences during the development phase of the project. The Company amortizes software developed or obtained for internal use on a straight-line basis over its estimated useful life, which is generally three to five years. Such amortization commences when the software is substantially ready for its intended use.

The net carrying value of software developed or obtained for internal use was $56 million and $52 million as of December 31, 2022 and 2021, respectively.

Impairment of Long-Lived Assets

Goodwill is reviewed annually (during the fourth quarter of each year subsequent to completing the Company's annual forecasting process), or more frequently if circumstances indicate that the value of goodwill may be impaired, to the reporting units' carrying values as required by the guidance. This is done either by performing a qualitative assessment or utilizing the

one-step impairment test, with an impairment being recognized only where the fair value is less than carrying value. In any given year, the Company can elect to perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is in excess of its carrying value. If it is not more likely than not that the fair value is in excess of the carrying value, or the Company elects to bypass the qualitative assessment, the Company would use the one-step impairment test. The qualitative factors evaluated include macroeconomic conditions, industry and market considerations, cost factors, overall financial performance, its historical share price as well as other industry-specific considerations. The Company performed its annual quantitative assessment for impairment on each reporting unit's goodwill as of October 1, 2022 and determined that no impairments existed and that it was more likely than not that the fair value of its reporting units continued to substantially exceed their carrying values.

The Company also determines whether the carrying values of other indefinite-lived intangible assets are impaired on an annual basis or more frequently if indicators of potential impairment exist. Application of the other indefinite-lived intangible assets impairment test requires judgment in the assumptions underlying the approach used to determine fair value. The fair value of each other indefinite-lived intangible asset is estimated using a discounted cash flow methodology. This analysis requires significant judgments, including estimation of future cash flows, which are dependent on internal forecasts, discount rates and to a lesser extent, estimation of long-term rates of growth. The estimates used to calculate the fair value of other indefinite-lived intangible assets change from year to year based on operating results and market conditions. Changes in these estimates and assumptions could materially affect the determination of fair value and the other indefinite-lived intangible assets' impairment. The Company performed its annual quantitative assessment for impairment on its indefinite-lived intangible assets as of October 1, 2022 and determined that no impairments existed and that it was more likely than not that the fair value of its indefinite-lived intangible assets continued to exceed their carrying values.

The Company also evaluates the recoverability of each of its definite-lived intangible assets by performing a qualitative assessment to determine if circumstances indicate that impairment may have occurred. If such circumstances exist, the Company performs a quantitative assessment by comparing the respective carrying value of the assets to the expected future cash flows, on an undiscounted basis, to be generated from such assets.

The Company also evaluates the recoverability of its other long-lived assets, including property and equipment, if circumstances indicate impairment may have occurred, pursuant to guidance for impairment or disposal of long-lived assets. This analysis is performed by comparing the respective carrying values of the assets to the current and expected future cash flows, on an undiscounted basis, to be generated from such assets. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such assets is reduced to fair value.

Business Combinations

The Company accounts for business combinations in accordance with the guidance for business combinations and related literature. Accordingly, the Company allocates the purchase price of acquired companies to the tangible and intangible assets acquired and liabilities assumed based upon their estimated fair values at the date of purchase. The difference between the purchase price and the fair value of the net assets acquired is recorded as goodwill.

In determining the fair values of assets acquired and liabilities assumed in a business combination, the Company uses various recognized valuation methods including present value modeling and referenced market values, where available. Further, the Company makes assumptions within certain valuation techniques including discount rates and timing of future cash flows. Valuations are performed by management or external valuation specialists under management's supervision, where appropriate. The Company believes that the estimated fair values assigned to the assets acquired and liabilities assumed are based on reasonable assumptions that marketplace participants would use. However, such assumptions are inherently uncertain and actual results could differ from those estimates.

Income Taxes

The Company recognizes deferred tax assets and liabilities based on the differences between the financial statement carrying amounts and the tax basis of assets and liabilities using currently enacted tax rates. The Company regularly reviews its deferred tax assets to assess their potential realization and establishes a valuation allowance for portions of such assets that the Company believes will not be ultimately realized. In performing this review, the Company makes estimates and assumptions regarding projected future taxable income, the expected timing of the reversals of existing temporary differences and the implementation of tax planning strategies. A change in these assumptions may increase or decrease the Company's valuation allowance resulting in an increase or decrease in its effective tax rate, which could materially impact the Company's results of operations.

For tax positions the Company has taken or expects to take in a tax return, it applies a more likely than not threshold, under which the Company must conclude a tax position is more likely than not to be sustained, based on the technical merits, assuming that the position will be examined by the appropriate taxing authority that has full knowledge of all relevant information, in order to recognize or continue to recognize the benefit. In determining the Company's provision for income taxes, the Company uses judgment, reflecting its estimates and assumptions, in applying the more likely than not threshold.

The Company accounts for the global intangible low-taxed income provisions under the period cost method.

Stock-Based Compensation

In accordance with the guidance for stock-based compensation, the Company measures all employee stock-based compensation awards using a fair value method and records the related expense in its Consolidated Statements of Income/(Loss).

The Company recognizes the cost of stock-based compensation awards to employees as they provide services and the expense is recognized ratably over the requisite service period. The requisite service period is the period during which an employee is required to provide services in exchange for an award. Forfeitures are recorded upon the actual employee termination for each outstanding grant.

Derivative Instruments

The Company uses derivative instruments as part of its overall strategy to manage its exposure to market risks primarily associated with fluctuations in interest rates and currency exchange rates. As a matter of policy, the Company does not use derivatives for trading or speculative purposes. All derivatives are recorded at fair value as either assets or liabilities. Changes in fair value of derivatives not designated as hedging instruments and of derivatives designated as fair value hedging instruments are recognized currently in operating income/(loss) and interest expense, net in the Consolidated Statements of Income/(Loss), based upon the nature of the hedged item. The effective portion of changes in fair value of derivatives designated as cash flow hedging instruments is recorded as a component of other comprehensive income/(loss). The ineffective portion is reported immediately in earnings as a component of operating or interest expense, based upon the nature of the hedged item. Amounts included in other comprehensive income/(loss) are reclassified into earnings in the same period during which the hedged item affects earnings.

Accumulated Other Comprehensive Income/(Loss)

Accumulated other comprehensive income ("AOCI") (loss) consists of accumulated foreign currency translation adjustments and unrealized gains or losses on the Company's cash flow hedges. Foreign currency translation adjustments exclude income taxes related to indefinite investments in foreign subsidiaries. Assets and liabilities of foreign subsidiaries having non-U.S.-dollar functional currencies are translated at exchange rates at the balance sheet dates. Revenues and expenses are translated at average exchange rates during the periods presented. The gains or losses resulting from translating foreign currency financial statements into U.S. dollars, net of hedging gains or losses and taxes, are included in AOCI on the Consolidated Balance Sheets.

Recently Adopted Accounting Pronouncements

Simplifying the Accounting for Income Taxes. On December 18, 2019, the FASB issued guidance which simplifies the accounting standards for income taxes. The amendment clarifies and simplifies aspects of the accounting for income taxes to help promote consistent application of GAAP by eliminating certain exceptions to the general principles of ASC 740, *Income Taxes.* This guidance is effective for fiscal years beginning after December 15, 2020 and interim periods within those fiscal years, with early adoption permitted. The Company adopted the guidance on January 1, 2021, as required. There was no material impact on the Company's Consolidated Financial Statements and related disclosures as a result of adopting this new standard.

*Reference Rate Reform: Facilitation of the Effects of Reference Rate Reform on Financial Reporting.*In March 2020, the FASB issued optional guidance for a limited time to ease the potential burden in accounting for reference rate reform. The new guidance provides optional expedients and exceptions for applying U.S. GAAP to contracts, hedging relationships and other transactions affected by reference rate reform if certain criteria are met. The amendments apply only to contracts and hedging relationships that reference LIBOR or another reference rate expected to be discontinued due to reference rate reform. These amendments are effective immediately and may be applied prospectively to contract modifications made and hedging relationships entered into or evaluated on or before December 31, 2022. The Company adopted the guidance upon issuance, as required and there was no material impact on its Consolidated Financial Statements and related disclosures.

Measurement of Credit Losses on Financial Instruments. In June 2016, the FASB issued guidance to replace the existing methodology for estimating credit losses with a methodology that reflects lifetime expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. This guidance is effective for fiscal years beginning after December 15, 2019 and interim periods within those fiscal years. The Company adopted the guidance on January 1, 2020, as required using the modified retrospective approach through a cumulative-effect adjustment to retained earnings as of the effective date to align the Company's current processes for establishing an allowance for credit losses with the new guidance. See Note 5 - Accounts Receivable for the impact of adoption.

Simplifying the Test for Goodwill Impairment. In January 2017, the FASB issued guidance which simplifies the current two-step goodwill impairment test by eliminating Step 2 of the test. The guidance requires a one-step impairment test in which an entity compares the fair value of a reporting unit with its carrying amount and recognizes an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value, if any. This guidance is effective for fiscal years beginning after December 15, 2019 and interim periods within those fiscal years, and should be applied on a prospective basis. The Company adopted the guidance on January 1, 2020, as required and there was no material impact on its Consolidated Financial Statements and related disclosures.

Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract. In August 2018, the FASB issued guidance to address a customer's accounting for implementation costs incurred in a cloud computing arrangement that is a service contract. The guidance aligns the requirements for capitalizing implementation costs incurred in such arrangements with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. This guidance is effective for fiscal years beginning after December 15, 2019 and for interim periods within those fiscal years. This guidance should be applied on either a retrospective or prospective basis. The Company adopted the guidance on January 1, 2020, as required on a prospective basis and there was no material impact on its Consolidated Financial Statements and related disclosures.

3. REVENUE RECOGNITION

The principal source of revenues from franchising hotels is ongoing royalty fees, which are typically a percentage of gross room revenues of each franchised hotel. The Company recognizes royalty fee revenues as and when the underlying sales occur. The Company also receives non-refundable initial franchise fees, which are recognized as revenues over the initial non-cancellable period of the franchise agreement, commencing when all material services or conditions have been substantially performed. This occurs when a hotel opens for business in the Company's system or when a franchise agreement is terminated after it has been determined that the hotel will not open. The Company's standard franchise agreement typically has a term of 10 to 20 years.

The Company's franchise agreements also require the payment of marketing and reservation fees, which are intended to reimburse the Company for expenses associated with operating an international, centralized reservation system, e-commerce channels such as the Company's brand.com websites, as well as access to third-party distribution channels, such as online travel agents, advertising and marketing programs, global sales efforts, operations support, training and other related services. Marketing and reservation fees are recognized as revenue when the underlying sales occur. Although the Company is generally contractually obligated to spend the marketing and reservation fees it collects from franchisees, in accordance with the franchise agreements, marketing and reservations costs are expensed as incurred.

The Company earns revenues from its Wyndham Rewards loyalty program when a member stays at a participating hotel, club resort or vacation rental. These revenues are derived from a fee the Company charges a franchised or managed hotel based upon a percentage of room revenues generated from a Wyndham Rewards member's stay. These fees are to reimburse the Company for expenses associated with member redemptions and activities that are related to the administering and marketing of the program. Revenues related to the loyalty program represent variable consideration and are recognized net of redemptions over time based upon loyalty point redemption patterns, which include an estimate of loyalty points that will expire or will never be redeemed.

As a result of the negative impact that COVID-19 had on travel demand in 2020, the Company's assumptions related to redemptions, including estimated member redemption rate, member redemption pattern, and the estimated cost to satisfy such redemptions, changed. Accordingly, the Company recognized a $16 million cumulative adjustment, which resulted in an increase to loyalty revenues during the second quarter of 2020. Such increase was included within marketing, reservation and loyalty and other revenues on the Consolidated Statement of Income/(Loss) for the year ended December 31, 2020.

The Company earns revenue from its Wyndham Rewards co-branded credit card program, which is primarily generated by cardholder spending and the enrollment of new cardholders. The advance payments received under the program are recognized as a contract liability. The program primarily contains two performance obligations: (i) brand performance

services, for which revenue is recognized over the contract term on a straight-line basis, and (ii) issuance and redemption of loyalty points, for which revenue is recognized over time based upon the redemption patterns of the loyalty points earned under the program, including an estimate of loyalty points that will expire or will never be redeemed.

The Company provides management services for hotels under management contracts, which offer hotel owners all the benefits of a global brand and a full range of management, marketing and reservation services. In addition to the standard franchise services described above, the Company's hotel management business provides hotel owners with professional oversight and comprehensive operations support services. The Company's standard management agreement typically has a term of 10 to 20 years. The Company's management fees are comprised of base fees, which are typically a specified percentage of gross revenues from hotel operations, and, in some cases, incentive fees, which are typically a specified percentage of a hotel's gross operating profit. The base fees are recognized when the underlying sales occur and the management services are performed. Incentive fees are recognized when determinable, which is when the Company has met hotel operating performance metrics and the Company has determined that a significant reversal of revenues recognized will not occur.

The Company also recognizes reimbursable payroll costs for operational employees and other reimbursable costs at certain of the Company's managed hotels as revenue. Although these costs are funded by hotel owners, accounting guidance requires the Company to report these fees on a gross basis as both revenues and expenses. Additionally, the Company recognizes occupancy taxes on a net basis.

The Company recognizes license and other revenues from Wyndham Worldwide ("former Parent"), now known as Travel + Leisure Co., for use of the "Wyndham" trademark and certain other trademarks.

In addition, the Company earned revenues from its previously two owned hotels (sold in 2022), which consisted primarily of (i) gross room rentals, (ii) food and beverage services and (iii) on-site spa, casino, golf and shop revenues. These revenues were recognized upon the completion of services.

Deferred Revenues

Deferred revenues, or contract liabilities, generally represent payments or consideration received in advance for goods or services that the Company has not yet provided to the customer. Deferred revenues as of December 31, 2022 and December 31, 2021 are as follows:

	December 31, 2022	December 31, 2021
Deferred initial franchise fee revenues	$ 143	$ 145
Deferred loyalty program revenues	85	76
Deferred other revenues	19	14
Total	$ 247	$ 235

Deferred initial franchise fees represent payments received in advance from prospective franchisees upon the signing of a franchise agreement and are generally recognized to revenue within 13 years. Deferred loyalty revenues represent the portion of loyalty program fees charged to franchisees, net of redemption costs, that have been deferred and will be recognized over time based upon loyalty point redemption patterns.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to a customer. The consideration received from a customer is allocated to each distinct performance obligation and recognized as revenue when, or as, each performance obligation is satisfied. The following table summarizes the Company's remaining performance obligations for the years set forth below:

	2023	2024	2025	Thereafter	Total
Initial franchise fee revenues	$ 15	$ 8	$ 7	$ 113	$ 143
Loyalty program revenues	54	21	8	2	85
Other revenues	14	1	1	3	19
Total	$ 83	$ 30	$ 16	$ 118	$ 247

Disaggregation of Net Revenues

The table below presents a disaggregation of the Company's net revenues from contracts with customers by major services and products for each of the Company's segments:

	Year Ended December 31,		
	2022	**2021**	**2020**
Hotel Franchising			
Royalties and franchise fees	$ 496	$ 436	$ 309
Marketing, reservation and loyalty	543	467	369
License and other fees	100	79	84
Other	138	117	101
Total Hotel Franchising	1,277	1,099	863
Hotel Management			
Royalties and franchise fees	16	25	19
Marketing, reservation and loyalty	1	1	1
Owned hotel revenues	42	82	37
Management fees	15	35	27
Cost reimbursements	144	320	350
Other	3	3	3
Total Hotel Management	221	466	437
Net revenues	$ 1,498	$ 1,565	$ 1,300

Capitalized Contract Costs

The Company incurs certain direct and incremental sales commissions costs in order to obtain hotel franchise and management contracts. Such costs are capitalized and subsequently amortized beginning upon hotel opening over the first non-cancellable period of the agreement. In the event an agreement is terminated prior to the end of the first non-cancellable period, any unamortized cost is immediately expensed. In addition, the Company also capitalizes costs associated with the sale and installation of property management systems to its franchisees, which are amortized over the remaining non-cancellable period of the franchise agreement. As of December 31, 2022 and December 31, 2021, capitalized contract costs were $34 million and $33 million, respectively, of which $4 million and $5 million, respectively, were included in other current assets, and $30 million and $28 million, respectively, were included in other non-current assets on the Company's Consolidated Balance Sheets.

4. EARNINGS PER SHARE

The computation of basic and diluted earnings/(loss) per share ("EPS") is based on net income/(loss) divided by the basic weighted average number of common shares and diluted weighted average number of common shares, respectively.

The following table sets forth the computation of basic and diluted EPS (in millions, except per-share data) for the years ended December 31:

	2022	2021	2020
Net income/(loss)	$ 355	$ 244	$ (132)
Basic weighted average shares outstanding	90.3	93.4	93.4
Stock options and restricted stock units ("RSUs")[(a)]	0.5	0.5	—
Diluted weighted average shares outstanding	90.8	93.9	93.4
Earnings/(loss) per share:			
Basic	$ 3.93	$ 2.61	$ (1.42)
Diluted	3.91	2.60	(1.42)
Dividends:			
Cash dividends declared per share	$ 1.28	$ 0.88	$ 0.56
Aggregate dividends paid to stockholders	$ 116	$ 82	$ 53

(a) Due to the anti-dilutive effect resulting from the reported net loss for the year ended December 31, 2020, 0.1 million of anti-dilutive shares were omitted from the calculation of weighted average shares outstanding for the period.

Stock Repurchase Program

The following table summarizes stock repurchase activity under the current stock repurchase program (in millions, except per share data):

	Shares	Cost	Average Price Per Share
As of January 1, 2021	9.0	$ 519	$ 57.55
For the twelve months ended December 31, 2022	6.2	445	71.70
As of December 31, 2022	15.2	$ 964	$ 63.32

The Company had $436 million of remaining availability under its program as of December 31, 2022.

5. ACCOUNTS RECEIVABLE

Allowance for Doubtful Accounts

The Company generates trade receivables in the ordinary course of its business and provides for estimated bad debts on such receivables. The Company adopted the new accounting guidance, *ASU 2016-13, Measurement of Credit Losses on Financial Instruments* on January 1, 2020. As a result of adopting the new guidance, the Company recorded a $10 million (net of a $2 million income tax benefit) cumulative effect adjustment to retained earnings at January 1, 2020. Since adoption, the Company measures the expected credit losses of its receivables on a collective (pool) basis which aggregates receivables with similar risk characteristics and uses historical collection attrition rates for periods ranging from seven to ten years to estimate its expected credit losses. As such, the Company measures the expected credit losses of its receivables by segment and geographical area. Beginning January 1, 2020, the Company provides an estimate of expected credit losses for its receivables immediately upon origination or acquisition and may adjust this estimate in subsequent reporting periods as required. When the Company determines that an account is not collectible, the account is written-off to the allowance for doubtful accounts. The Company also considers whether the historical economic conditions are comparable to current economic conditions. If current or expected future conditions differ from the conditions in effect when the historical experience was generated, the Company would adjust the allowance for doubtful accounts to reflect the expected effects of the current environment on the collectability of the Company's trade receivables which may be material.

The following table sets forth the activity in the Company's allowance for doubtful accounts on trade accounts receivables for the years ended:

	December 31, 2022	December 31, 2021	December 31, 2020
Beginning balance	$ 81	$ 72	$ 47
Cumulative effect of change in accounting standard	—	—	12
(Recovery of)/provision for doubtful accounts	(2)	21	37
Bad debt write-offs	(15)	(12)	(24)
Ending balance	$ 64	$ 81	$ 72

Notes Receivable

As of December 31, 2022 and 2021, the Company had notes receivable of $3 million and $4 million, respectively, net of a $1 million and $3 million allowance, respectively. For a significant portion of such notes receivable, the Company has received personal guarantees from the owners of these hotels. In addition, the Company had $12 million and $20 million of notes receivable as of December 31, 2022 and 2021, respectively, which are fully offset by a corresponding amount in deferred revenues.

6. HOTEL BRAND ACQUISITION

During September 2022, the Company completed the acquisition of the Vienna House hotel brand for a total purchase price of $44 million. Vienna House's portfolio consisted of 41 franchised hotels across Europe, predominantly in Germany. This acquisition enables the Company to grow the Vienna House brand by leveraging its global scale and franchise expertise and is consistent with the Company's strategy to expand its brand portfolio and total system size.

The purchase price was allocated based on the fair value of the indefinite lived trademark and franchise agreements acquired, which have a20 year life. The following table summarizes the fair value of the assets acquired in connection with Wyndham's acquisition of Vienna House:

	Amount
Franchise agreements	$ 16
Trademark	28
Total assets acquired	$ 44

This asset acquisition was assigned to the Company's Hotel Franchising segment. The results of operations of Vienna House have been included in the Consolidated Statements of Income since its date of acquisition. Such results were not material to the Company's results of operations for the three months and year ended December 31, 2022.

7. ASSETS AND LIABILITIES HELD FOR SALE

During the fourth quarter of 2021, the Company's Board approved a plan to sell its two owned hotels. In March and May 2022, the Company completed the sale of its Wyndham Grand Bonnet Creek Resort and Wyndham Grand Rio Mar Resort, respectively, resulting in no assets or liabilities left held for sale. See Note 18 - Other Expenses and Charges for more information on the sales.

The Company's Consolidated Balance Sheets include the following with respect to assets and liabilities held for sale:

	December 31, 2021
Assets:	
Trade receivables, net	$ 4
Other current assets	4
Property and equipment, net	146
Total assets held for sale	$ 154
Liabilities:	
Accrued expenses and other current liabilities	$ 8
Deferred revenues	6
Other liabilities	3
Total liabilities held for sale	$ 17

8. PROPERTY AND EQUIPMENT, NET

Property and equipment, net consisted of:

	As of December 31,	
	2022	2021
Leasehold improvements	30	30
Capitalized software	290	326
Furniture, fixtures and equipment	24	32
Finance leases	64	64
Construction in progress	9	12
	417	464
Less: Accumulated depreciation	318	358
	$ 99	$ 106

During the fourth quarter of 2021, the Company's Board approved a plan to sell its two owned hotels. As of December 31, 2021 the Company reported $146 million of net property and equipment in assets held for sale on the Consolidated Balance Sheets. In addition, as a result of the Board approval, the Company evaluated the recoverability of its owned hotels' long-lived assets and in the fourth quarter of 2021, the Company recorded a $6 million impairment charge which was reported within impairments, net on the Consolidated Statement of Income/(Loss).

The Company recorded depreciation expense of $46 million, $57 million, and $61 million during 2022, 2021 and 2020, respectively, related to property and equipment.

9. INTANGIBLE ASSETS

Intangible assets consisted of the following:

	December 31, 2022			December 31, 2021		
	Gross Carrying Amount [a]			Gross Carrying Amount	Accumulated Impairment	Net Carrying Amount
Goodwill	$ 1,525			$ 1,539	$ 14	$ 1,525

	December 31, 2022			December 31, 2021		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Unamortized intangible assets:						
Trademarks			$ 1,231			$ 1,201
Amortized intangible assets:						
Franchise agreements	$ 913	$ 541	$ 372	$ 895	$ 513	$ 382
Management agreements	15	14	1	135	44	91
Trademarks	1	—	1	2	1	1
Other	1	—	1	1	1	—
	$ 930	$ 555	$ 375	$ 1,033	$ 559	$ 474

(a) Due to the sale of its two owned hotels in 2022, the Company derecognized $ 14 million from its gross carrying value and accumulated impairment goodwill balances.

The changes in the carrying amount of goodwill are as follows:

	Balance as of January 1, 2021	2022 and 2021 Adjustments to Goodwill	Balance as of December 31, 2022
Hotel Franchising	$ 1,441	$ —	$ 1,441
Hotel Management	84	—	84
Total	$ 1,525	$ —	$ 1,525

Amortization expense relating to amortizable intangible assets was as follows for the years ended December 31:

	2022	2021	2020
Franchise agreements	$ 26	$ 27	$ 27
Management agreements	5	11	10
Total [a]	$ 31	$ 38	$ 37

(a) Included as a component of depreciation and amortization on the Consolidated Statements of Income/(Loss).

Based on the Company's amortizable intangible assets as of December 31, 2022, the Company expects related amortization expense as follows:

	Amount
2023	$ 28
2024	27
2025	27
2026	26
2027	26

In March 2022, the Company completed the exit of its select-service hotel management business and received an $84 million termination fee, which under the terms of the agreement with CorePoint Lodging ("CPLG") effectively resulted in the sale of the rights to the management contracts that were acquired as part of the La Quinta Holdings purchase in 2018. The termination fee proceeds were completely offset by the write-off of the remaining balance of the related hotel management contract intangible asset and thus resulted in a full recovery of such asset. The proceeds were reported in proceeds from asset sales, net on the Consolidated Statement of Cash Flows. The franchise agreements for these hotels remained in place at their stated fee structure.

As a result of the impact COVID-19 had on the Company's operations during 2020, the Company performed quantitative assessments on intangible assets in the second quarter of 2020. As a result of the assessments, the Company incurred a $14 million charge in the second quarter of 2020 to fully write-down the goodwill balance for its owned hotel reporting unit. Such charge was reported within impairments, net on the Consolidated Statement of Income/(Loss) and was charged to the hotel management segment. In addition, the Company recorded impairment charges of $191 million to reduce the carrying value of certain trademarks to their estimated fair values. Such charges were reported within impairments, net on the Consolidated Statement of Income/(Loss) and were charged to the hotel franchising segment.

The following is the breakout of the intangible impairment charges recorded in the second quarter of 2020:

Intangible Asset	Book Value	Impairment Charges	Adjusted Fair Value
Owned hotel reporting unit goodwill	$ 14	$ (14)	$ —
La Quinta trademark	710	(155)	555
Other trademarks [(a)]	103	(36)	67
Total	$ 827	$ (205)	$ 622

(a) Represents the impairments of three of the Company's trademarks.

10. FRANCHISING, MARKETING AND RESERVATION ACTIVITIES

Royalties and franchise fee revenues on the Consolidated Statements of Income/(Loss) include initial franchise fees of $15 million, $14 million and $20 million in 2022, 2021 and 2020, respectively.

In accordance with its franchise agreements, the Company is generally contractually obligated to expend the marketing and reservation fees it collects from franchisees for the operation of an international, centralized, brand-specific reservation system and for marketing purposes such as advertising, promotional and co-marketing programs, and training for the respective franchisees.

Development Advance Notes

The Company may, at its discretion, provide development advance notes to certain franchisees/hotel owners in order to assist them in converting to one of its' brands, in building a new hotel to be flagged under one of its' brands or in assisting in other franchisee expansion efforts. Provided the franchisee/hotel owner is in compliance with the terms of the franchise/management agreement, all or a portion of the development advance notes may be forgiven by the Company over the period of the franchise/management agreement. Otherwise, the related principal is due and payable to the Company. In certain instances, the Company may earn interest on unpaid franchisee development advance notes.

The Company's Consolidated Financial Statements include the following with respect to development advances:

Consolidated Balance Sheets:	As of December 31,	
	2022	2021
Other non-current assets	$ 144	$ 108

Consolidated Statements of Income/(Loss):	Year Ended December 31,		
	2022	2021	2020
›rgiveness of notes [(a)]	$ 12	$ 11	$ 9
ad debt expense related to notes	1	1	1

(a) Amounts are recorded as a reduction of royalties and franchise fees and marketing, reservation and loyalty revenues.

11. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities consisted of:

	As of December 31,	
	2022	2021
Accrued loyalty program liabilities (Note 2)	$ 74	$ 67
Accrued payroll and related expenses	73	74
Accrued taxes payable	38	33
Accrued self-insurance liabilities	20	25
Accrued marketing expenses	10	11
Accrued professional expenses	10	9
Accrued interest	9	9
Accrued legal settlements (Note 15)	8	6
Operating lease liabilities (Note 20)	4	4
Due to former Parent (Note 19)	3	5
Other	15	15
	$ 264	$ 258

12. INCOME TAXES

The income tax provision/(benefit) consists of the following:

	Year Ended December 31,		
	2022	2021	2020
Current			
Federal	$ 116	$ 65	$ (5)
State	22	16	(2)
Foreign	22	11	4
	160	92	(3)
Deferred			
Federal	(30)	(5)	(10)
State	(9)	—	(8)
Foreign	—	4	(5)
	(39)	(1)	(23)
Provision for/(benefit from) income taxes	$ 121	$ 91	$ (26)

Pretax income/(loss) for domestic and foreign operations consisted of the following:

	Year Ended December 31,		
	2022	2021	2020
Domestic	$ 432	$ 312	$ (113)
Foreign	44	23	(45)
Pretax income/(loss)	$ 476	$ 335	$ (158)

Deferred Taxes

Deferred income tax assets and liabilities are comprised of the following:

	As of December 31,	
	2022	**2021**
Deferred income tax assets:		
Accrued liabilities and deferred revenues	$ 85	$ 77
Tax credits [(a)]	7	7
Other comprehensive income and other	14	14
Provision for doubtful accounts	7	10
Net operating loss carryforward [(b)]	22	21
Valuation allowance [(c)]	(23)	(27)
Deferred income tax assets	112	102
Deferred income tax liabilities:		
Depreciation and amortization	417	444
Other comprehensive income and other	35	19
Deferred income tax liabilities	452	463
Net deferred income tax liabilities	$ 340	$ 361
Reported in:		
Other non-current assets	$ 5	$ 5
Deferred income taxes	345	366
Net deferred income tax liabilities	$ 340	$ 361

(a) As of December 31, 2022, the Company had $ 7 million of foreign tax credits. The foreign tax credits expire no later than 2032.
(b) As of December 31, 2022, the Company's net operating loss carryforwards primarily relate to state net operating losses, which are due to expire at various dates, but no later than 2042.
(c) The valuation allowance of $ 23 million at December 31, 2022 relates to net operating loss carryforwards, certain deferred tax assets and foreign tax credits of $ 14 million, $ 2 million and $ 7 million, respectively. The valuation allowance of $27 million at December 31, 2021 relates to net operating loss carryforwards, certain deferred tax assets and foreign tax credits of $ 17 million, $ 6 million and $ 4 million, respectively. The valuation allowance will be reduced when and if the Company determines it is more likely than not that the related deferred income tax assets will be realized.

Although the one-time mandatory deemed repatriation tax during 2017 and the territorial tax system created as a result of U.S. tax reform generally eliminate U.S. federal income taxes on dividends from foreign subsidiaries, the Company continues to assert that all of the undistributed foreign earnings of $48 million will be reinvested indefinitely as of December 31, 2022. In the event the Company determines not to continue to assert that all or part of its undistributed foreign earnings are permanently reinvested, such a determination in the future could result in the accrual and payment of additional foreign withholding taxes and U.S. taxes on currency transaction gains and losses, the determination of which is not practicable due to the complexities associated with the hypothetical calculation.

The Company's effective income tax rate differs from the U.S. federal statutory rate as follows for the years ended December 31:

	2022	2021	2020
Federal statutory rate	21.0 %	21.0 %	21.0 %
State and local income taxes, net of federal tax benefits	2.8	3.1	5.5
Taxes on foreign operations at rates different than U.S. federal statutory rates	1.9	2.0	(2.1)
Taxes on foreign income, net of tax credits	0.4	0.3	1.2
Nondeductible executive compensation	0.7	0.7	(1.9)
Nondeductible goodwill impairment	—	—	(1.8)
Foreign-derived intangible income	(0.5)	(0.2)	0.2
Valuation allowances	(0.6)	0.5	(5.2)
Other	(0.3)	(0.2)	(0.4)
	25.4 %	27.2 %	16.5 %

The effective income tax rate for 2022, 2021 and 2020 differs from the U.S. Federal income tax rate of 21% primarily due to state taxes and U.S. and foreign taxes, including withholding taxes on the Company's international operations. During 2020, our effective tax rate was lower primarily related to goodwill impairment charges that are nondeductible for tax purposes and valuation allowances for certain deferred tax attributes.

The following table summarizes the activity related to the Company's unrecognized tax benefits as of December 31:

	2022	2021	2020
Beginning balance	$ 7	$ 9	$ 11
Increases related to tax positions taken during a prior period	4	1	—
Increases related to tax positions taken during the current period	—	—	1
Decreases related to settlements with taxing authorities	—	—	—
Decreases as a result of a lapse of the applicable statute of limitations	(3)	(2)	(3)
Decreases related to tax positions taken during a prior period	—	(1)	—
Ending balance	$ 8	$ 7	$ 9

The gross amount of the unrecognized tax benefits that, if recognized, would affect the Company's effective tax rate was $8 million, $7 million and $9 million as of December 31, 2022, 2021 and 2020, respectively. The Company recorded both accrued interest and penalties related to unrecognized tax benefits as a component of provision for/(benefit from) income taxes on the Consolidated Statements of Income/(Loss). The amount of potential penalties and interest related to these unrecognized tax benefits recorded in the provision for income taxes was immaterial during 2022 and 2021 and a benefit of $1 million during 2020. The Company had a liability for potential penalties of $1 million as of December 31, 2022, 2021 and 2020, and potential interest of $2 million as of December 31, 2022, 2021 and 2020. Such liabilities are reported as a component of accrued expenses and other current liabilities and other non-current liabilities on the Consolidated Balance Sheets. The Company does not expect the unrecognized tax benefits to change significantly over the next 12 months.

The Company files income tax returns in the U.S. federal and state jurisdictions, as well as in foreign jurisdictions. With certain exceptions, the Company is no longer subject to federal income tax examinations for years prior to 2019. The 2017 through 2021 tax years generally remain subject to examination by many state tax authorities. In significant foreign jurisdictions, the 2015 through the 2021 tax years generally remain subject to examination by their respective tax authorities. The statute of limitations is scheduled to expire within 12 months of the reporting date in certain taxing jurisdictions, and the Company therefore believes that it is reasonably possible that the total amount of its unrecognized tax benefits could decrease by $4 million to $5 million.

The Company made cash income tax payments, net of refunds, of $123 million during 2022 and $114 million during 2021. The Company received income tax refunds, net of payments, of $9 million during 2020. Additionally, the Company had $15 million and $48 million of income tax receivables as of December 31, 2022 and 2021, respectively, which was reported within other current assets on the Consolidated Balance Sheets.

On August 16, 2022, the Inflation Reduction Act ("IRA") was signed into law in the United States. The Company does not currently expect the IRA to have a material impact on its financial results, including on its annual estimated effective tax rate or liquidity.

13. LONG-TERM DEBT AND BORROWING ARRANGEMENTS

The Company's indebtedness consisted of:

	As of December 31,			
	2022		2021	
Long-term debt: [a]	**Amount**	**Weighted Average Rate** [b]	**Amount**	**Weighted Average Rate** [b]
$750 million revolving credit facility (due April 2027)	$ —		$ —	
$400 million term loan A (due April 2027)	399	5.92%	—	
$1.6 billion term loan B (due May 2025)	1,139	3.70%	1,541	3.07%
4.375% senior unsecured notes (due August 2028)	494	4.38%	493	4.38%
Finance leases	45	4.50%	50	4.50%
Total long-term debt	2,077		2,084	
Less: Current portion of long-term debt	20		21	
Long-term debt	$ 2,057		$ 2,063	

(a) The carrying amount of the term loan and senior unsecured notes are net of deferred debt issuance costs of $ 11 million and $ 15 million as of December 31, 2022 and 2021, respectively.
(b) Weighted average interest rate based on year-end balances, including the effects from hedging.

Maturities and Capacity

The Company's outstanding debt as of December 31, 2022 matures as follows:

	Long-Term Debt
Within 1 year	$ 20
Between 1 and 2 years	26
Between 2 and 3 years	1,173
Between 3 and 4 years	37
Between 4 and 5 years	313
Thereafter	508
Total	$ 2,077

As of December 31, 2022, the available capacity under the Company's revolving credit facility was as follows:

	Revolving Credit Facility
Total capacity	$ 750
Less: Letters of credit	9
Available capacity	$ 741

Long-Term Debt

$750 million Revolving Credit Facility

During May 2018, the Company entered into an agreement for a $750 million revolving credit facility expiring in May 2023. This facility is subject to an interest rate per annum equal to, at the Company's option, either a base rate plus a margin ranging from 0.50% to 1.00% or LIBOR plus a margin ranging from 1.50% to 2.00%, in either case based upon the total leverage ratio of the Company and its restricted subsidiaries. In addition, the Company will pay a commitment fee on the unused portion of the revolving credit facility of 0.20% per annum.

In April 2020, the Company completed an amendment to its revolving credit facility agreement to waive the quarterly-tested leverage covenant until April 1, 2021. The covenant was also modified for the second, third and fourth quarters of 2021 to use a form of annualized EBITDA, as defined in the credit agreement, rather than the last twelve months EBITDA, as

previously required. In return for this modification, the Company agreed to temporarily maintain minimum liquidity of $200 million, which is defined in the credit agreement as the total of unrestricted cash on hand and available capacity under the Company's revolving credit facility, pay a higher interest rate on outstanding borrowings, restrict share repurchases and reduce payment of dividends, or restrict dividends to $0.01 per share in the event the Company's liquidity was below $300 million. As of December 31, 2021 all restrictions have been lifted.

In April 2022, the Company entered into the Third Amendment to the Credit Agreement dated May 30, 2018 which amended its original five-year $750 million revolver to extend the term to April 2027. The benchmark rate applicable to the revolver has changed from LIBOR to Secured Overnight Funding Rate ("SOFR"). The revolver is subject to an interest rate equal to, at the Company's option, either (i) a base rate plus a margin ranging from 0.50% to 1.00% or (ii) SOFR, plus a margin ranging from 1.50% to 2.00% and an additional 0.10% SOFR adjustment, in either case based upon the total leverage ratio of the Company and its restricted subsidiaries. The revolver is subject to the same prepayment provisions and covenants applicable to the previous revolver.

$400 million Term Loan A Agreement

In April 2022, the Company entered into the Third Amendment to the Credit Agreement dated May 30, 2018. The amendment provides for a new senior secured term loan A facility ("Term Loan A") in an aggregate principal amount of $400 million maturing in April 2027, the proceeds of which were used to repay a portion of the existing Term Loan B facility. The Term Loan A is subject to an interest rate equal to, at the Company's option, either (i) a base rate plus a margin ranging from 0.50% to 1.00% or (ii) SOFR, plus a margin ranging from 1.50% to 2.00% and an additional 0.10% SOFR adjustment, in either case based upon the total leverage ratio of the Company and its restricted subsidiaries. The term loan A is subject to the same prepayment provisions and covenants applicable to the existing Term Loan B. The Term Loan A is subject to quarterly principal payments as follows: (i) 0.0% per year of the initial principal amount during the first year, (ii)5.0% per year of the initial principal amount payable in equal quarterly installments during the second and third years and (iii) 7.5% per year of the initial principal amount payable in equal quarterly installments during the fourth and fifth years, with final payments of all amounts outstanding, plus accrued interest, being due on the maturity date in April 2027.

$1.6 billion Term Loan B Agreement

During May 2018, the Company entered a credit agreement for a $1.6 billion term loan (the "Term Loan B") expiring in May 2025. The interest rate per annum applicable to the Term Loan B is equal to, at the Company's option, either a base rate plus a margin of 0.75% or LIBOR plus a margin of 1.75%. The LIBOR rate with respect to the Term Loan B is subject to a "floor" of 0.00%. The Term Loan B began amortizing in equal quarterly installments beginning in the fourth quarter of 2018 in aggregate annual amounts equal to 1.00% of the original principal amount thereof. The Term Loan B is subject to standard mandatory prepayment provisions including (i)100% of the net cash proceeds from issuances or incurrence of debt by the Company or any of its restricted subsidiaries (other than with respect to certain permitted indebtedness); (ii) 100% (with step-downs to 50% and 0% based upon achievement of specified first-lien leverage ratios) of the net cash proceeds from certain sales or other dispositions of assets by the Company or any of its restricted subsidiaries in excess of a certain amount and subject to customary reinvestment provisions and certain other exceptions; and (iii) 50% (with step-downs to 25% and 0% based upon achievement of specified first-lien leverage ratios) of annual (commencing with the 2019 fiscal year) excess cash flow of the Company and its restricted subsidiaries, subject to customary exceptions and limitations. During 2022, the Company prepaid $400 million of the Term Loan B with proceeds from the issuance of the Term Loan A and as a result, the Company is no longer subject to quarterly principal payments on Term Loan B.

The revolving credit facility and term loan (the "Credit Facilities") are guaranteed, jointly and severally, by certain of the Company's wholly-owned domestic subsidiaries and secured by a first-priority security interest in substantially all of the assets of the Company and those subsidiaries. The Credit Facilities were initially guaranteed by former Parent, which guarantee was released immediately prior to the consummation of the spin-off. The Credit Facilities contain customary covenants that, among other things, restrict, subject to certain exceptions, the Company and its restricted subsidiaries' ability to grant liens on the Company and its restricted subsidiaries' assets, incur indebtedness, sell assets, make investments, engage in acquisitions, mergers or consolidations and pay certain dividends and other restricted payments. The Credit Facilities require the Company to comply with financial maintenance covenants to be tested quarterly, consisting of a maximum first-lien leverage ratio.

Subject to customary conditions and restrictions, the Company may obtain incremental term loans and/or revolving loans in an aggregate amount not to exceed (i) the greater of $550 million and 100% of EBITDA, plus (ii) the amount of all voluntary prepayments and commitment reductions under the Credit Facilities, plus (iii) additional amounts subject to certain leverage-based ratio tests.

The Credit Facilities also contain certain customary events of default, including, but not limited to: (i) failure to pay principal, interest, fees or other amounts under the Credit Facilities when due, taking into account any applicable grace period; (ii) any representation or warranty proving to have been incorrect in any material respect when made; (iii) failure to perform or observe covenants or other terms of the Credit Facilities subject to certain grace periods; (iv) a cross-default and cross-acceleration with certain other material debt; (v) bankruptcy events; (vi) certain defaults under ERISA; and (vii) the invalidity or impairment of security interests.

5.375% Senior Unsecured Notes

On April 15, 2021, the Company redeemed all of its $500 million 5.375% senior unsecured notes due 2026, which was primarily funded through cash on hand. Due to this redemption, the Company incurred an $18 million charge in the second quarter of 2021, including $13 million of call premiums and $5 million from the acceleration of deferred financing fees. Such charge is reported as early extinguishment of debt on the Consolidated Statements of Income/(Loss).

4.375% Senior Unsecured Notes

In August 2020, the Company issued $500 million of senior unsecured notes, which mature in 2028 and bear interest at a rate of4.375% per year, for net proceeds of $492 million. Interest is payable semi-annually in arrears on February 15 and August 15 of each year, commencing on February 15, 2021. The notes are redeemable in whole or in part at various times and premiums per their indenture, with the first call date of August 15, 2023 at a price of 102.188%. The Company used the net cash proceeds from the notes to reduce the borrowings outstanding under its revolving credit facility.

Finance Leases

The Company's finance leases primarily consist of the lease of its corporate headquarters. In connection with the Company's separation from former Parent, it was assigned the lease for its corporate headquarters located in Parsippany, New Jersey from its former Parent, which resulted in the Company recording a finance lease obligation and asset.

Deferred Debt Issuance Costs

The Company classifies deferred debt issuance costs related to its revolving credit facility within other non-current assets on the Consolidated Balance Sheets. Such deferred debt issuance costs were $4 million and $2 million as of December 31, 2022 and 2021, respectively.

Cash Flow Hedge

In 2018, the Company hedged a portion of its $1.6 billion term loan. The pay-fixed/receive-variable interest rate swaps hedge $1.1 billion of the Company's term loan interest rate exposure, of which $600 million expires in the second quarter of 2024 and has a weighted average fixed rate of2.58% and $500 million expires in the fourth quarter of 2024 and has a weighted average fixed rate of 0.99%. The variable rates of the swap agreements are based on one-month LIBOR. The aggregate fair value of these interest rate swaps was an asset of $53 million and a liability of $23 million as of December 31, 2022 and 2021, respectively, which was included within other non-current assets and other non-current liabilities on the Consolidated Balance Sheets, respectively. The effect of interest rate swaps on interest expense, net on the Consolidated Statements of Income/(Loss) were $2 million, $26 million and $22 million of expense during 2022, 2021 and 2020, respectively.

There was no hedging ineffectiveness recognized in 2022, 2021 or 2020. The Company expects to reclassify approximately $34 million of gains from AOCI to interest expense during the next 12 months.

Interest Expense, Net

The Company incurred interest expense of $85 million, $94 million and $114 million in 2022, 2021 and 2020, respectively. Cash paid related to such interest was $82 million, $96 million and $101 million for 2022, 2021 and 2020, respectively. Interest income was $5 million, $1 million and $2 million for 2022, 2021 and 2020, respectively.

Early Extinguishment of Debt

The Company incurred non-cash early extinguishment of debt costs of $2 million in 2022 relating to the credit agreement amendment and $400 million partial pay down of its term loan B, as discussed above, for the year ended December 31, 2022. For the year ended December 31, 2021 the Company incurred early extinguishment of debt costs of $18 million relating to the redemption of its $500 million 5.375% senior unsecured notes redeemed in 2021.

14. FAIR VALUE

The Company measures its financial assets and liabilities at fair value on a recurring basis and utilizes the fair value hierarchy to determine such fair values. Financial assets and liabilities carried at fair value are classified and disclosed in one of the following three categories:

Level 1: Quoted prices for identical instruments in active markets.

Level 2: Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value driver is observable.

Level 3: Unobservable inputs used when little or no market data is available. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the level in the fair value hierarchy within which the fair value measurement falls has been determined based on the lowest level input (closest to Level 3) that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the asset or liability.

The fair value of financial instruments is generally determined by reference to market values resulting from trading on a national securities exchange or in an over-the-counter market. In cases where quoted market prices are not available, fair value is based on estimates using present value or other valuation techniques, as appropriate. The carrying amounts of cash and cash equivalents, trade receivables, accounts payable and accrued expenses and other current liabilities approximate fair value due to the short-term maturities of these assets and liabilities. The carrying amounts and estimated fair values of all other financial instruments are as follows:

	December 31, 2022	
	Carrying Amount	Estimated Fair Value
Debt	$ 2,077	$ 2,035

The Company estimates the fair value of its debt using Level 2 inputs based on indicative bids from investment banks or quoted market prices with the exception of finance leases, which are estimated at carrying value.

Financial Instruments

Changes in interest rates and foreign exchange rates expose the Company to market risk. The Company uses cash flow hedges as part of its overall strategy to manage its exposure to market risks associated with fluctuations in interest rates and foreign currency exchange rates. As a matter of policy, the Company only enters into transactions that it believes will be highly effective at offsetting the underlying risk, and it does not use derivatives for trading or speculative purposes. The Company estimates the fair value of its derivatives using Level 2 inputs.

Interest Rate Risk

A portion of debt used to finance the Company's operations is exposed to interest rate fluctuations. The Company uses various hedging strategies and derivative financial instruments to create a desired mix of fixed and floating rate assets and liabilities. Derivative instruments currently used in these hedging strategies include interest rate swaps. The derivatives used to manage the risk associated with the Company's floating rate debt are derivatives designated as cash flow hedges. See Note 13 - Long-Term Debt and Borrowing Arrangements for the impact of such cash flow hedges.

Foreign Currency Risk

The Company has foreign currency rate exposure to exchange rate fluctuations worldwide, particularly with respect to the Canadian Dollar, the Chinese Yuan, the Euro, the Brazilian Real and the Argentine Peso. The Company uses foreign currency forward contracts at various times to manage and reduce the foreign currency exchange rate risk associated with its foreign currency denominated receivables and payables, forecasted royalties and forecasted earnings and cash flows of foreign subsidiaries and other transactions. The Company recognized gains from freestanding foreign currency exchange contracts of $2 million during 2022 and 2021 and losses of $3 million during 2020. Such gains and losses are included in operating expenses in the Consolidated Statements of Income/(Loss).

The Company accounts for Argentina as a highly inflationary economy. The Company incurred foreign currency exchange losses related to Argentina of $4 million, $1 million and $2 million during 2022, 2021 and 2020, respectively. Such losses are included in operating expenses in the Consolidated Statements of Income/(Loss).

Credit Risk and Exposure

The Company is exposed to counterparty credit risk in the event of nonperformance by counterparties to various agreements and sales transactions. The Company manages such risk by evaluating the financial position and creditworthiness of such counterparties and often by requiring collateral in instances in which financing is provided. The Company mitigates counterparty credit risk associated with its derivative contracts by monitoring the amounts at risk with each counterparty to such contracts, periodically evaluating counterparty creditworthiness and financial position, and where possible, dispersing its risk among multiple counterparties.

Market Risk

The Company is subject to risks relating to the geographic concentration of its hotel properties, which may result in the Company's results of operations being more sensitive to local and regional economic conditions and other factors, including competition, natural disasters and economic downturns, than the Company's results of operations would be, absent such geographic concentrations. Local and regional economic conditions and other factors may differ materially from prevailing conditions in other parts of the world. Excluding cost-reimbursement revenues, which are offset by cost-reimbursement expense, revenues from transactions in the states of Texas and Florida as a percent of U.S. revenues were approximately 10% and 24%, respectively, during 2022, 10% and 18%, respectively, during 2021 and 10% and 19%, respectively, during 2020. Revenues in the state of Florida include license and other fees from the Company's former Parent. Excluding these revenues, revenues in the state of Florida as a percent of U.S. revenues were 16%, 12% and 9% during 2022, 2021 and 2020, respectively.

During 2021 and 2020 CorePoint accounted for 20% and 25%, respectively, of revenues. Excluding cost-reimbursement revenues, which are offset by cost-reimbursement expenses, CorePoint accounted for 8% and 10% during 2021 and 2020, respectively. During the first quarter of 2022, CorePoint terminated its management contracts with the Company.

15. COMMITMENTS AND CONTINGENCIES

Litigation

The Company is involved, at times, in claims, legal and regulatory proceedings and governmental inquiries arising in the ordinary course of its business, including but not limited to: breach of contract, fraud and bad faith claims with franchisees in connection with franchise agreements and with owners in connection with management contracts, as well as negligence, breach of contract, fraud, employment, consumer protection and other statutory claims asserted in connection with alleged acts or occurrences at owned, franchised or managed properties or in relation to guest reservations and bookings. The Company may also at times be involved in claims, legal and regulatory proceedings and governmental inquiries relating to bankruptcy proceedings involving efforts to collect receivables from a debtor in bankruptcy, employment matters, claims of infringement upon third parties' intellectual property rights, claims relating to information security, privacy and consumer protection, fiduciary duty/trust claims, tax claims, environmental claims and landlord/tenant disputes. Along with many of its competitors, the Company and/or certain of its subsidiaries have been named as defendants in litigation matters filed in state and federal courts, alleging statutory and common law claims related to purported incidents of sex trafficking at certain franchised and managed hotel facilities. Many of these matters are in the pleading or discovery stages at this time. In certain matters, discovery has closed and the parties are engaged in dispositive motion practice. As of December 31, 2022, the Company is aware of approximately 35 pending matters filed naming the Company and/or subsidiaries. Based upon the status of these matters, the Company has not made a determination as to the likelihood of any probable loss of any one of these matters and is unable to estimate a range of losses at this time.

The Company records an accrual for legal contingencies when it determines, after consultation with outside counsel, 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 things, the degree of probability of an unfavorable outcome, and when it is probable that a liability has been incurred, its ability to make a reasonable estimate of loss. The Company reviews these accruals each reporting period and makes revisions based on changes in facts and circumstances, including changes to its strategy in dealing with these matters.

The Company believes that it has adequately accrued for such matters with reserves of $8 million and $6 million as of December 31, 2022 and 2021, respectively. The Company also had receivables of $6 million and $3 million as of December 31, 2022 and 2021, respectively, for certain matters which are covered by insurance and were included in other current assets on its Consolidated Balance Sheets. Litigation is inherently unpredictable and, although the Company believes that its

accruals are adequate and/or that it has valid defenses in these matters, unfavorable results could occur. As such, an adverse outcome from such proceedings for which claims are awarded in excess of the amounts accrued, if any, could be material to the Company with respect to earnings and/or cash flows in any given reporting period. As of December 31, 2022, the potential exposure resulting from adverse outcomes of such legal proceedings could, in the aggregate, range up to approximately $3 million in excess of recorded accruals. However, the Company does not believe that the impact of such litigation will result in a material liability to the Company in relation to its combined financial position or liquidity.

Guarantees

Separation-Related Guarantees

The Company assumed one-third of certain contingent and other corporate liabilities of former Parent incurred prior to the spin-off, including liabilities of former Parent related to, arising out of or resulting from certain terminated or divested businesses, certain general corporate matters of former Parent and any actions with respect to the separation plan or the distribution made or brought by any third party.

Credit Support Provided and Other Indemnifications Relating to former Parent's Sale of its European Vacation Rentals Business

In May 2018, former Parent completed the sale of its European Vacation Rentals business to Compass IV Limited, an affiliate of Platinum Equity, LLC ("Buyer"). In connection with the sale of the European Vacation Rentals business, the Company provided certain post-closing credit support in the form of guarantees to help ensure that the business meets the requirements of certain credit card service providers, travel association and regulatory authorities. Such post-closing credit support may be enforced or called upon if the European vacation rentals business fails to meet its primary obligation to pay certain amounts when due. The European vacation rentals business has provided an indemnity to former Parent in the event that the post-closing credit support is enforced or called upon.

Pursuant to the terms of the Separation and Distribution Agreement that was entered into in connection with the Company's spin-off, the Company will assume one-third and former Parent will assume two-thirds of losses that may be incurred by former Parent or the Company in the event that these credit support arrangements are enforced or called upon by any beneficiary in respect of any indemnification claims made.

The table below summarizes the post-closing credit support guarantees related to the sale of the European Vacation Rentals business, the fair values of such guarantees and the receivables from its former Parent representing two-thirds of such guarantees at December 31, 2022:

	Guarantees	Fair Value of Guarantees	Receivable from former Parent
Post-closing credit support at time of sale	$ 81	$ 39	$ 26
Additional post-closing credit support	46	22	15
Total	$ 127	$ 61	$ 41

The fair value of the guarantees was $61 million as of December 31, 2022 and 2021 and were included in other non-current liabilities on the Consolidated Balance Sheets. In connection with these guarantees the Company had receivables from its former Parent of $41 million as of December 31, 2022 and 2021, which were included in other non-current assets on its Consolidated Balance Sheets.

Hotel-Management Guarantees

The Company had previously entered into hotel-management agreements that provided the hotel owner with a guarantee of a certain level of profitability based upon various metrics. Under such agreements, the Company was required to compensate the hotel owner for any profitability shortfall over the life of the management agreement up to a specified aggregate amount. For certain agreements, the Company may have been able to recapture all or a portion of the shortfall payments in the event that future operating results exceeded targets.

As a result of COVID-19, on June 30, 2020, the Company provided notice of termination of its one remaining hotel performance guarantee pursuant to a force majeure provision in the hotel-management agreement. The hotel's owner disputed such termination and the Company and the hotel owner engaged in alternate dispute resolution. The matter was resolved during 2022 which resulted in the termination of the management agreement. As a result of the Company's notice of

termination of the management agreement, the Company's receivable of $4 million became fully impaired as of June 30, 2020 with the charge recorded within impairments, net on the Consolidated Statements of Income/(Loss). As of December 31, 2022, the Company has no hotel management guarantees.

16. STOCK-BASED COMPENSATION

The Company has a stock-based compensation plan available to grant non-qualified stock options, incentive stock options, stock-settled appreciation rights ("SSARs"), RSUs, performance-vesting restricted stock units ("PSUs") and/or other stock-based awards to key employees and non-employee directors. Under the Wyndham Hotels & Resorts, Inc. 2018 Equity and Incentive Plan ("Stock Plan"), which became effective on May 14, 2018, a maximum of 10.0 million shares of common stock may be awarded. As of December 31, 2022, 5.2 million shares remained available.

During 2022, the Company granted incentive equity awards totaling $30 million to key employees and senior officers in the form of RSUs. The RSUs generally vest ratably over a period of four years based on continuous service. Additionally, the Company approved incentive equity awards to key employees and senior officers in the form of PSUs with a maximum grant value of $12 million. The PSUs generally cliff vest on the third anniversary of the grant date based on continuous service with the number of shares earned (0% to 200% of the target award) depending on the extent to which the Company achieves the specified performance metrics.

Incentive Equity Awards Granted by the Company

The activity related to the Company's incentive equity awards for the year ended December 31, 2022 consisted of the following:

	RSUs		PSUs	
	Number of RSUs	Weighted Average Grant Price	Number of PSUs	Weighted Average Grant Price
Balance as of December 31, 2021	1.2	$ 60.37	0.3	$ 57.51
Granted [a]	0.3	81.71	0.1 [b]	82.74
Vested	(0.4)	58.58	—	—
Canceled	(0.1)	66.08	(0.1)	55.26
Balance as of December 31, 2022	1.0 [c]	$ 67.90	0.3 [d]	$ 69.82

(a) Represents awards granted by the Company primarily in March 2022.
(b) Represents awards granted by the Company at the maximum achievement level of 200% of target payout. Actual shares that may be issued can range from 0% to 200% of target.
(c) RSUs outstanding as of December 31, 2022 have an unrecognized compensation expense of $ 48 million, which is expected to be recognized over a weighted average period of 2.5 years.
(d) PSUs outstanding as of December 31, 2022 have an aggregate maximum potential unrecognized compensation expense of $ 16 million, which may be recognized over a weighted average period of 1.6 years based on attainment of targets.

The activity related to stock options granted by the Company for the year ended December 31, 2022 consisted of the following:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (in millions)
Outstanding as of December 31, 2021	1.1	$ 56.04		
Granted	—	—		
Exercised	(0.1)	58.87		
Canceled	—	—		
Outstanding as of December 31, 2022	1.0	$ 55.90	3.6	$ 16
Unvested as of December 31, 2022	0.4 (a)	$ 55.17	3.9	$ 6
Exercisable as of December 31, 2022	0.6	$ 56.30	3.5	$ 10

(a) Unvested options as of December 31, 2022 are expected to vest over time and have an aggregate unrecognized compensation expense of $ 2 million, which will be recognized over a weighted average period of 1.5 years.

The fair value of stock options granted by the Company were estimated on the date of the grant using the Black-Scholes option-pricing model with the relevant assumptions outlined in the table below. Expected volatility is based on both historical and implied volatilities of the stock of comparable companies over the estimated expected life of the options. The expected life represents the period of time the options are expected to be outstanding. The risk-free interest rate is based on yields on U.S. Treasury strips with a maturity similar to the estimated expected life of the options. The projected dividend yield was based on the Company's anticipated annual dividend divided by the price of the Company's stock on the date of the grant.

	2021	2020
Grant date fair value	$19.58	$8.59
Grant date strike price	$65.21	$53.40
Expected volatility	40.18%	24.30%
Expected life	4.25 years	4.25 years
Risk-free interest rate	0.40%	1.21%
Projected dividend yield	0.98%	2.40%

Stock-Based Compensation Expense

Stock-based compensation expense was $33 million, $28 million and $21 million for 2022, 2021 and 2020, respectively. In 2020, $2 million was recorded within restructuring costs on the Consolidated Statements of Income/(Loss).

17. SEGMENT INFORMATION

The reportable segments presented below represent the Company's operating segments for which separate financial information is available and is utilized on a regular basis by its chief operating decision maker to assess performance and allocate resources. In identifying its reportable segments, the Company also considers the nature of services provided by its operating segments. Management evaluates the operating results of each of its reportable segments based upon net revenues and "adjusted EBITDA", which is defined as net income/(loss) excluding net interest expense, depreciation and amortization, early extinguishment of debt charges, impairment charges, restructuring and related charges, contract termination costs, transaction-related items (acquisition-, disposition- or separation-related), (gain)/loss on asset sales, foreign currency impacts of highly inflationary countries, stock-based compensation expense, income taxes and development advance notes amortization. The Company believes that adjusted EBITDA is a useful measure of performance for its segments which, when considered with U.S. GAAP measures, allows a more complete understanding of its operating performance. The Company uses this measure internally to assess operating performance, both absolutely and in comparison to other companies, and to make day to day operating decisions, including in the evaluation of selected compensation decisions. The Company's presentation of adjusted EBITDA may not be comparable to similarly-titled measures used by other companies. During the first quarter of 2021, the Company modified the definition of adjusted EBITDA to exclude the amortization of development advance notes to reflect how the Company's chief operating decision maker reviews operating performance beginning in 2021. The Company has applied the modified definition of adjusted EBITDA to all periods presented.

	Hotel Franchising	Hotel Management	Corporate and Other [a]	Total
Year Ended or as of December 31, 2022				
Net revenues	$ 1,277	$ 221	$ —	$ 1,498
Adjusted EBITDA	679	37	(66)	650
Depreciation and amortization	63	5	9	77
Segment assets	3,711	113	299	4,123
Capital expenditures	33	—	6	39
Year Ended or as of December 31, 2021				
Net revenues	$ 1,099	$ 466	$ —	$ 1,565
Adjusted EBITDA	592	57	(59)	590
Depreciation and amortization	60	26	9	95
Segment assets	3,575	394	300	4,269
Capital expenditures	30	4	3	37
Year Ended or as of December 31, 2020				
Net revenues	$ 863	$ 437	$ —	$ 1,300
Adjusted EBITDA [b]	392	13	(69)	336
Depreciation and amortization	63	25	10	98
Segment assets	3,629	418	597	4,644
Capital expenditures	24	4	5	33

(a) Includes the elimination of transactions between segments.
(b) Adjusted EBITDA for 2020 has been recasted to conform with the current year presentation.

Provided below is a reconciliation of net income/(loss) to adjusted EBITDA.

	Year Ended December 31,		
	2022	2021	2020 [a]
Net income/(loss)	$ 355	$ 244	$ (132)
Provision for/(benefit from) income taxes	121	91	(26)
Depreciation and amortization	77	95	98
Interest expense, net	80	93	112
Early extinguishment of debt	2	18	—
Stock-based compensation expense	33	28	19
Development advance notes amortization	12	11	9
Gain on asset sale, net	(35)	—	—
Separation-related expenses	1	3	2
Impairments, net	—	6	206
Restructuring costs	—	—	34
Transaction-related expenses, net	—	—	12
Foreign currency impact of highly inflationary countries	4	1	2
Adjusted EBITDA	$ 650	$ 590	$ 336

(a) Adjusted EBITDA for 2020 has been recasted to conform with the current year presentation.

The geographic segment information provided below is classified based on the geographic location of the Company's subsidiaries.

	United States	All Other Countries [a]	Total
Year Ended or As of December 31, 2022			
Net revenues	$ 1,271	$ 227	$ 1,498
Net long-lived assets	3,126	104	3,230
Year Ended or As of December 31, 2021			
Net revenues	$ 1,366	$ 199	$ 1,565
Net long-lived assets	3,199	107	3,306
Year Ended or As of December 31, 2020			
Net revenues	$ 1,159	$ 141	$ 1,300
Net long-lived assets	3,334	184	3,518

(a) Includes U.S. territories.

18. OTHER EXPENSES AND CHARGES

Gain on Asset Sale, Net

In March 2022, the Company completed the sale of its Wyndham Grand Bonnet Creek Resort for gross proceeds of $121 million ($118 million, net of transaction costs) and recognized a $35 million gain, net of transaction costs, for the year ended December 31, 2022 which was attributable to the Company's hotel management business and was reported within gain on asset sale, net on the Consolidated Statement of Income/(Loss). Additionally, the Company entered into a 20 year franchise agreement with the buyer.

In May 2022, the Company completed the sale of its Wyndham Grand Rio Mar Resort for gross proceeds of $62 million ($61 million, net of transaction costs). There was no gain or loss on the sale as the proceeds approximated adjusted net book value. Additionally, the Company entered into a 20 year franchise agreement with the buyer.

Separation-Related

The Company incurred separation-related costs associated with its spin-off from former Parent of $1 million, $3 million and $2 million during 2022, 2021 and 2020, respectively. During 2022 and 2021 these costs primarily consisted of legal and tax-related costs. During 2020 these costs primarily consisted of severance and other employee-related costs.

Impairments, Net

During the fourth quarter of 2021, the Company's Board approved a plan to sell its two owned hotels. As a result of the Board approval, the Company evaluated the recoverability of its owned hotels long-lived assets and in the fourth quarter of 2021, the Company recorded a $6 million impairment charge which was reported within impairments, net on the Consolidated Statement of Income/(Loss). For more information, see Note 7 - Assets and Liabilities Held for Sale.

As a result of COVID-19 and the significant negative impact it has had on travel demand during 2020, the Company reviewed its intangible assets for potential impairment and determined that the carrying value of certain intangible assets were in excess of their fair values. Accordingly, the Company recorded impairment charges of $205 million, in 2020, primarily related to certain trademarks and goodwill associated with its owned hotel reporting unit. See Note 9 - Intangible Assets for more information. Additionally, in 2020, the Company incurred a $4 million non-cash impairment charge for the write-off of a receivable as a result of the Company's notice of termination of an unprofitable management agreement. In 2020, the Company also received $3 million of cash related to a previously impaired asset. These charges were all reported within impairments, net on the Consolidated Statement of Income/(Loss).

Restructuring

The Company incurred $34 million of charges during 2020, related to four restructuring initiatives implemented in response to COVID-19. Such plans resulted in a reduction of 846 employees during 2020. In addition, during 2019, the Company had implemented restructuring initiatives, primarily focused on enhancing its organizational efficiency and rationalizing its operations, as discussed below.

Restructuring charges by segment for the year ended December 31, 2020 were as follows:

	Year Ended December 31, 2020
Hotel Franchising	$ 15
Hotel Management	3
Corporate and Other	16
Total	$ 34

Below is the activity for the year ended December 31, 2021 relating to all four of the Company's restructuring plans implemented in 2020:

		2021 Activity	
	Liability as of December 31, 2020	Cash Payments	Liability as of December 31, 2021
Personnel-related	$ 7	$ (7)	$ —
Facility-related	3	(3)	—
Total accrued restructuring	$ 10	$ (10)	$ —

The following table presents activity for the year ended December 31, 2020 relating to restructuring activities by plan:

	Liability as of December 31, 2019	2020 Activity			Liability as of December 31, 2020
		Costs Recognized	Cash Payments	Other [a]	
2019 Plan					
Personnel-related	$ 8	$ —	$ (7)	$ (1)	$ —
2020 Plans					
Personnel-related	—	28	(20)	(1)	7
Facility-related	—	5	(2)	—	3
Other	—	1	(1)	—	—
Total 2020 Plans	—	34	(23)	(1)	10
Total accrued restructuring	$ 8	$ 34	$ (30)	$ (2)	$ 10

(a) Represents non-cash payments in Company stock.

Transaction-Related, Net

The Company incurred $12 million of transaction-related expenses during the year ended December 31, 2020, which were primarily related to integration activities for the acquisition of La Quinta.

19. TRANSACTIONS WITH FORMER PARENT

The Company has a number of arrangements with its former Parent for services provided between both parties as described below.

License Agreement and Other Agreements with Former Parent

In connection with the Company's spin-off, the Company and former Parent entered into long-term exclusive license agreements to retain former Parents' affiliations with one of the hospitality industry's top-rated loyalty programs, Wyndham Rewards, as well as to continue to collaborate on inventory-sharing and customer cross-sell initiatives.

In connection with the Company's license, development and non-competition agreement, the Company recorded license fees from former Parent in the amounts of $3 million during 2022 and $65 million during both 2021 and 2020. Further, the Company recorded revenues of $10 million, $9 million and $13 million during 2022, 2021 and 2020, respectively, for activities associated with the Wyndham Rewards program. The Company also recorded license fees from a former affiliate of $7 million, $5 million and $6 million during 2022, 2021 and 2020, respectively. Such fees are recorded within license and other fees on the Consolidated Statements of Income/(Loss).

Transfer of Former Parent Liabilities and Issuances of Guarantees to Former Parent and Affiliates

Upon the distribution of the Company's common stock to former Parent stockholders, the Company entered into certain guarantee commitments with its former Parent. These guarantee arrangements relate to certain former Parent contingent tax and other corporate liabilities. The Company assumed and is responsible for one-third of such contingent liabilities while its former Parent is responsible for the remaining two-thirds. The amount of liabilities assumed by the Company in connection with the spin-off was $17 million and $18 million as of December 31, 2022 and 2021, respectively, which were included within other non-current liabilities on its Consolidated Balance Sheets. The Company also had a $3 million and $5 million liability due to its former Parent which was included within accrued expenses and other current liabilities on its Consolidated Balance Sheets as of December 31, 2022 and 2021, respectively. In addition, the Company had $3 million and $4 million of receivables due from former Parent as of December 31, 2022 and 2021, respectively, which were included within current assets on its Consolidated Balance Sheets.

Former Parent's Sale of its European Vacation Rentals Business

In connection with the sale of the European Vacation Rentals business, the Company was entitled to one-third of the excess of net proceeds from the sale above a pre-set amount. During 2019, the Buyer notified former Parent of certain proposed post-closing adjustments of approximately $44 million which could serve to reduce the net consideration received

from the sale of the European Vacation Rentals business. On December 13, 2021, former Parent entered into a settlement agreement, contingent upon regulatory approval, to settle the post-closing adjustment claims for $7 million which was split one-third and two-thirds between the Company and former Parent, respectively. The Company had a $2 million reserve for such settlement as of December 31, 2021. During the third quarter of 2022, the settlement was approved by the regulatory authority and as a result, the Company paid $2 million for its obligation of the settlement and all claims on the Company were dismissed.

20. LEASES

The Company leases property and equipment under finance and operating leases. For leases with terms greater than one year, the Company records the related asset and obligation at the present value of lease payments over the term. The Company does not separate lease and non-lease components of equipment leases.

The table below presents the lease-related assets and liabilities recorded on the Consolidated Balance Sheets.

	Classification on the Balance Sheets	December 31, 2022	December 31, 2021
Assets			
Operating lease assets	Other non-current assets	$ 11	$ 14
Finance lease assets	Property and equipment, net	26	29
Total lease assets		$ 37	$ 43
Liabilities			
Current			
Operating lease liabilities	Accrued expenses and other current liabilities	$ 4	$ 4
Finance lease liabilities	Current portion of long-term debt	5	5
Non-current			
Operating lease liabilities	Other non-current liabilities	7	10
Finance lease liabilities	Long-term debt	40	45
Total lease liabilities		$ 56	$ 64

The table below presents the remaining lease term and discount rates for finance and operating leases.

	December 31, 2022	December 31, 2021
Weighted-average remaining lease term		
Operating leases	4.1 years	4.7 years
Finance leases	6.7 years	7.7 years
Weighted-average discount rate		
Operating leases	4.2 %	3.9 %
Finance leases	4.3 %	4.3 %

Undiscounted Cash Flows

The table below reconciles the undiscounted cash flows for each of the first five years and total of the remaining years to the finance lease liabilities and operating lease liabilities recorded on the Company's Consolidated Balance Sheet as of December 31, 2022.

	Operating Leases	Finance Leases
2023	$ 4	$ 7
2024	3	7
2025	2	8
2026	1	8
2027	1	8
Thereafter	1	13
Total minimum lease payments	12	51
Less: amount of lease payments representing interest	1	6
Present value of future minimum lease payments	11	45
Less: current obligations under leases	4	5
Long-term lease obligations	$ 7	$ 40

Other Information

Under the new accounting standard for leases, the Company recorded the following related to leases on the Consolidated Financial Statements:

Consolidated Statements of Cash Flows:

	Year Ended December 31,		
	2022	2021	2020
Operating activities			
Cash payments related to operating and finance leases	$ 6	$ 7	$ 8
Financing activities			
Cash payments related to finance leases	5	5	5

Consolidated Statements of Income/(Loss):

	Year Ended December 31,		
	2022	2021	2020
perating lease expense	$ 4	$ 4	5
nance lease expense			
Amortization of right-of-use assets	4	4	4
nterest expense	2	2	2

21. ACCUMULATED OTHER COMPREHENSIVE INCOME/(LOSS)

The components of AOCI are as follows:

Net of Tax	Foreign Currency Translation Adjustments	Cash Flow Hedges	Accumulated Other Comprehensive Income/(Loss)
Balance as of December 31, 2019	$ (1)	$ (26)	$ (27)
Period change	3	(28)	(25)
Balance as of December 31, 2020	$ 2	$ (54)	$ (52)
Period change	—	37	37
Balance as of December 31, 2021	$ 2	$ (17)	$ (15)
Period change	(5)	58	53
Balance as of December 31, 2022	$ (3)	$ 41	$ 38

GUARANTY OF PERFORMANCE

For value received, WYNDHAM HOTELS & RESORTS, INC., a Delaware corporation, located at 22 Sylvan Way, Parsippany, New Jersey 07054, USA, absolutely and unconditionally guarantees the performance by its indirect subsidiary, WYNDHAM FRANCHISOR, LLC, a Delaware limited liability company, with its registered office located at 22 Sylvan Way, Parsippany, New Jersey 07054, USA, as franchisor, of all its obligations in accordance with the terms and conditions of its franchise or license agreements and other agreements issued pursuant to the Wyndham Garden Franchise Disclosure Document and entered into from and after the date hereof as such franchise, license and other agreements shall have been or may hereafter be amended, modified, renewed or extended from time to time. This Guaranty shall continue in force until all such obligations of WYNDHAM FRANCHISOR, LLC shall have been satisfied or until such liability of WYNDHAM FRANCHISOR, LLC to such franchisees or licensees has been completely discharged, whichever first occur. WYNDHAM HOTELS & RESORTS, INC. shall not be discharged from liability hereunder as long as any such claim by a franchisee or licensee against WYNDHAM FRANCHISOR, LLC remains outstanding. Notice of acceptance is waived. Notice of default on the part of WYNDHAM FRANCHISOR, LLC is not waived. This Guaranty shall be binding upon WYNDHAM HOTELS & RESORTS, INC., its successors and assigns.

IN WITNESS WHEREOF, WYNDHAM HOTELS & RESORTS, INC. has, by a duly authorized officer, executed this Guaranty of Performance in Parsippany, New Jersey as of the 30th day of March, 2023.

WYNDHAM HOTELS & RESORTS, INC.
a Delaware corporation

By: _____
Michele Allen
Chief Financial Officer

ATTEST:

By: _____
Michael Heistein
Senior Vice President, Legal

[Page Intentionally Left Blank]

EXHIBIT E-1

[Page Intentionally Left Blank]

EXHIBIT E-1
WYNDHAM GARDEN
WYNDHAM FRANCHISOR, LLC
US OPEN AND OPERATING FACILITIES
AS OF 12/31/2022

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
2140 GUNTER AVE	GUNTERSVILLE	AL	35976	(405) 609-9119	SHREE SIDDHESHWAR HOSPITALITY LLC
399 SILICON VALLEY BLVD.	SAN JOSE	CA	95138	(408) 972-7800	360 GLOBAL VENTURE GROUP, LLC
5090 E. CLINTON WAY	FRESNO	CA	94555	(559) 346-7161	ASN HOTELS, INC.
2298 TERRACINA DR.	SACRAMENTO	CA	95834	(916) 501-5968	SWEET 2017 LLC
3737 SPORTS ARENA BLVD.	SAN DIEGO	CA	92014	(619) 881-6100	SPORTS ARENA HOTEL VENTURE, LP
1355 N. 4TH ST.	SAN JOSE	CA	95138	(408) 334-7456	SYMBIAN INTERNATIONAL, LLC
561 NORTH DUPONT HIGHWAY	DOVER	DE	19901	(302) 747-5050	ARCADIA PROPERTIES, LLC
1850 HOTEL PLAZA BLVD	LAKE BUENA VISTA	FL	02920	(561) 701-2450	HCP GROSVENOR ORLANDO OWNER LLC
4660 SALISBURY RD	JACKSONVILLE	FL	32256	(904) 562-5999	AFRIDI & PIETERSE INVESTMENTS, LP
129 N FEDERAL HWY	DANIA BEACH	FL	33020	(954) 434-5001	DANIA BEACH HOSPITALITY GROUP, LLC
573 SANTA ROSA BLVD.	FORT WALTON BEACH	FL	32548	(850) 244-8686	BEACHMARK INN, INC.
6890 ESTERO BLVD.	FORT MYERS BEACH	FL	33931	(239) 463-5711	FMBH, LLC
1355 APALACHEE PARKWAY	TALLAHASSEE	FL	33020	(954) 540-7847	AD1 TALLY HOTELS, LLC
5855 AMERICAN WAY	ORLANDO	FL	92505	(407) 996-8888	5855 AMERICAN WAY LLC.
4909 NW 36TH STREET	MIAMI SPRINGS	FL	33166	(786) 216-4363	SUCRE, LLC
2635 MCCOY ROAD	ORLANDO	FL	32809	(321) 356-7308	THIRUMALA HOTELS, LLC
455 FRANKLIN GATEWAY SE	MARIETTA	GA	30024	(770) 712-3978	H GROUP HOSPITALITY, LLC
1948 DAY DRIVE	DULUTH	GA	30096	(770) 814-2800	BARAKA HOTEL GROUP, LLC
2550 LANDMEIER ROAD	ELK GROVE VILLAGE	IL	60007	(847) 541-8300	F & P HOSPITALITY, LLC
1001 KILLARNEY ST.	URBANA	IL	48187	(217) 328-7900	VIDHI 3 LLC
1725 E. ALGONQUIN RD.	SCHAUMBURG	IL	60173	(847) 397-1500	VINAYAKA HOSPITALITY SCHAUMBURG, LLC
2519 E. CENTER ST.	WARSAW	IN	46748	(260) 445-6740	FORTUNE 1 LLC
1619 W. WASHINGTON CENTER RD.	FORT WAYNE	IN	46808	(248) 245-6446	FORT WAYNE GARDEN HOSPITALITY, INC
221 E. KELLOGG AVE	WICHITA	KS	84065	(316) 269-2090	REVABA KANSAS LLC
201 BARONNE ST.	NEW ORLEANS	LA	70112	(504) 522-0083	STAR HOSPITALITY GROUP, LLC
6401 VETERANS MEMORIAL BLVD.	METAIRIE	LA	33619	(407) 654-9463	NOLA HEALTHCARE, LLC
5811 ANNAPOLIS ROAD	CHEVERLY	MD	30067	(301) 515-8855	CHEVERLY ASSOCIATES LIMITED PARTNERSHIP
4495 28TH STREET SE	GRAND RAPIDS	MI	48071	(248) 245-6446	PRESTIGE HOSPITALITY INC.
9191 WICKHAM ROAD	ROMULUS	MI	48174	(248) 245-6446	ROMULUS NIGHTS INC.
2900 JACKSON AVENUE	ANN ARBOR	MI	48071	(248) 245-6446	EXECUTIVE HOSPITALITY, INC.
17201 NORTHLINE RD	SOUTHGATE	MI	48195	(734) 283-4400	SOUTHGATE HOSPITALITY, INC
9200 QUADAY AVE NE	OTSEGO	MN	55118	(715) 222-8788	ELK INN PARTNERS, LP
7600 NW 97TH	KANSAS CITY	MO	64153	(602) 882-1840	MAC CORPORATE HOSPITALITY

					LLC
440 GRIFFITH RD	CHARLOTTE	NC	28217	(980) 819-5310	440 GRIFFITH S&K CLT INC.
415 S SWING RD	GREENSBORO	NC	27107	(336) 337-1320	KHAN HOTELS & HOSPITALITY, LLC
1706 PATERSON PLANK RD	NORTH BERGEN	NJ	08820	(201) 562-2787	SPECTRUM CAPITAL NORTH BERGEN LLC
1 ROUTE 46 WEST	TOTOWA	NJ	07047	(201) 294-1511	RATAN TOTOWA LLC
459 39TH STREET	BROOKLYN	NY	11232	(212) 729-3656	457 HOTEL GROUP, LLC
61-18 93RD STREET	REGO PARK	NY	11545	(718) 606-6850	WLW 9277QB LLC.
125 HIGH ST	BUFFALO	NY	46410	(716) 809-1009	MED INN CENTERS OF AMERICA, LLC
443 MAIN ST.	NIAGARA FALLS	NY	14301	(905) 374-4444	NFNY HOTEL MANAGEMENT, LLC
44-21 9TH ST.	LONG ISLAND CITY	NY	19103	(215) 972-2229	ANDREW THOMAS TAYMANS
91-93 BOWERY	NEW YORK	NY	10002	(646) 329-3400	93 BOWERY HOLDINGS, LLC
2101 SOUTH MERIDIAN AVE.	OKLAHOMA CITY	OK	92374	(405) 685-4000	STARS OF MERIDIAN LLC
600 MCELROY	STILLWATER	OK	73107	(405) 971-4283	R AND D HOTEL, LLC
310 ELKS CLUB ROAD	BOALSBURG	PA	18055	(610) 838-4995	PER ARDUA, LLC
45 INDUSTRIAL WAY	ESSINGTON	PA	07039	(412) 269-2907	MAJESTIC HOLDINGS, LLC
1 INDUSTRY LANE	PITTSBURGH	PA	11556	(516) 370-4517	ROSY BLUE HOSPITALITY LLC
2000 LOUCKS ROAD	YORK	PA	17408	(610) 687-9280	GHC YORK OPS, LLC
120 HOLIDAY DR.	SUMMERVILLE	SC	29407	(843) 763-3432	SUMMERVILLE HOSPITALITY, LLC
1539 HORSESHOE DRIVE	COLUMBIA	SC	29072	(909) 935-9966	RIYA HOSPITALITY LLC
1921 S 10TH ST	MCALLEN	TX	78503	(818) 380-2230	HOTEL OPERATIONS COMPANY INC.
5301 N. STATELINE AVE.	TEXARKANA	TX	75063	(903) 792-3222	HOTEL USA LLC
3401 I-35 SOUTH	AUSTIN	TX	72113	(501) 230-2455	AUSTIN 35290, LLC
3100 WEST WALL STREET	MIDLAND	TX	78006	(210) 218-4888	NAZIM ENTERPRISES, INC
103 9TH STREET	SAN ANTONIO	TX	78208	(210) 202-1586	PARADIGM HOTEL GROUP, LLC
2645 LYNDON B JOHNSON FREEWAY	DALLAS	TX	77056	(713) 822-4002	MANSA DALLAS HOTEL LLC
2829 TEXAS AVENUE SOUTH	COLLEGE STATION	TX	77054	(713) 748-3221	ESPANTMAN INVESTMENTS, LLC
201 WATER COUNTRY PKWY	WILLIAMSBURG	VA	23185	(757) 253-6444	STELLAR HOTELS VA, LLC
10800 VANDOR LN	MANASSAS	VA	20155	(703) 282-8287	SP & SP HOSPITALITY LLC
700 MONTICELLO AVE.	NORFOLK	VA	23510	(757) 627-5555	DOWNTOWN HOTEL, LLC
5125 6TH AVE	KENOSHA	WI	60712	(219) 931-0900	KENOSHA A & P HOSPITALITY LLC
2969 CAHILL MAIN	FITCHBURG	WI	53711	(608) 271-3400	DAVID SCHUTZ
102 RACER DR	CROSS LANES	WV	25313	(305) 485-2708	RSS BACM2016-UB10 - WV WHV, LLC

EXHIBIT E-1
WYNDHAM GARDEN
WYNDHAM FRANCHISOR, LLC
US FRANCHISE AGREEMENTS SIGNED BUT NOT OPENED
AS OF 12/31/2022

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
S ELLSWORTH RD & E GERMANN RD	QUEEN CREEK	AZ	95470	MCBRIDEENTERPRISE@YAHOO.COM	MCBRIDE ENTERPRISES LLC
7751 NORTH STATE STREET	REDWOOD VALLEY	CA	77551	(707) 477-5263	COYOTE VALLEY HOSPITALITY CORPORATION
375 AIRPORT ROAD	OCEANSIDE	CA	37067	(949) 350-1045-	OCEANSIDE HOTEL, LLC
11752 DUNIA ROAD	VICTORVILLE	CA	37214	(760) 949-4700-	HIGHLAND HOSPITALITY LLC
18487 VALLEY BLVD.	BLOOMINGTON	CA	37214	(909) 519-3346	ARROW PLAZA LLC
3159 SOUTH ATLANTIC AVE.	DAYTONA BEACH SHORES	FL	92058	(203) 243-5611	LIV DEVELOPMENT LLC
DIPLOMAT PARKWAY	CAPE CORAL	FL	32118	(954) 892-8677	BLUE WATERS DEVELOPMENT GROUP, LLC
8235 E. MARTIN LUTHER KING BLVD.	TAMPA	FL	33909	(863) 838-7781	MDS HOSPITALITY, LLC
LAUREL RD EAST & PINEBROOK RD	NORTH VENICE	FL	77584	(954) 892-8677	BLUE WATERS DEVELOPMENT GROUP, LLC
541 N PALMETTO AVE	SANFORD	FL	75063	(407) 709-2324	JONATHAN SETZER
US HWY 17-92 & US HWY 27	HAINES CITY	FL	31794	SGRAZA@BLACKMGROUP.COM	BLACK MOUNTAIN GROUP, LLC
SW 38 AVE & SW 31 AVE	OCALA	FL	38804	SGRAZA@BLACKMGROUP.COM	BLACK MOUNTAIN GROUP, LLC
2202 US HIGHWAY 41	TIFTON	GA	77541	(229) 392-1700	31 NORTH REAL ESTATE INVESTORS, LLC
1828 W HILL AVE, VALDOSTA, GA 31601	VALDOSTA	GA	33619	PAULPATEL256@GMAIL.COM	KRP PROPERTIES OF VALDOSTA LLC
1701 NW MAIN ST.	BLACKFOOT	ID	34275	BENARAVE9@GMAIL.COM	LEGACY LEADER GROUP LLC
10500 GRAND AVENUE	FRANKLIN PARK	IL	92392	(773) 294-1491	M2G USA INVESTMENTS INC.
1770 PLANTSIDE DRIVE	LOUISVILLE	KY	55912	(845) 837-9200	MAVTAR CONVENTION LLC
1701 4TH ST. NW	AUSTIN	MN	60131	(914) 355-1618	ATI HOTEL, LLC
1011 NORTH GLOSTER ST	TUPELO	MS	16602	(708) 265-8018	WAVIE JOHNSON
AIRWAYS BLVD & GOODMAN RD	SOUTHAVEN	MS	32771	(954) 594-6864	ONYX BRIARGATE VENTURES LLC
2 CONVENTION CENTER DRIVE	ALTOONA	PA	75010	(717) 657-5729	ALTOONA CC OPERATIONS, LLC
HARBISON BLVD & I-26	COLUMBIA	SC	29212	(803) 629-9950	RICKY PATEL
679 REAGAN AVE	BOX ELDER	SD	40299	(605) 391-5132	LIBERTY HOSPITALITY LLC
289 ROYAL OAKS BLVD.	FRANKLIN	TN	92316	(615) 579-8825	DIDACUS ONODINGENE, ASHENAFE ATLAW, EMEKA IDOYE, IRUKA IDOYE, TOBI SOLUMAN
LOT 2 PERIMETER PLACE	NASHVILLE	TN	38671	(615) 579-8825	DIDACUS ONODINGENE, ASHENAFE ATLAW, EMEKA IDOYE, IRUKA IDOYE, TOBI SOLUMAN
230 EAST TRINITY LANE	NASHVILLE	TN	76540	(615) 579-8825	DIDACUS ONODINGENE, ASHENAFE ATLAW, EMEKA IDOYE, IRUKA IDOYE, TOBI SOLUMAN
5005 AVE U	GALVESTON	TX	78550	(720) 207-4646	JASON TRUONG AND SAL BHATTY
BROADWAY AND 288	PEARLAND	TX	57719	(346) 366-0244	WENDELL ARMSTRONG
4330 W. NORTHGATE DR.	IRVING	TX	75115	(469) 438-8814	NEW JUBILEE HOSPITALITY LLC

ASH ST. & W. BRAZOS ST.	FREEPORT	TX	83221	(405) 623-9433	HARISH PATEL
4321 MILSOP DR.	CARROLLTON	TX	85142	(214) 207-9151	NAMHAWK II, LLC
S 38TH ST & US 190	KILLEEN	TX	33844	(630) 670-1354	SAL BHATTY
U.S. 83 BUSINESS & SOUTH PALM COURT DRIVE	HARLINGEN	TX	31601	(630) 670-1354	SAL BHATTY
1207 S INTERSTATE 35 E	DESOTO	TX	75409	BC@BRIANCUNNINGHAMREALESTATE.COM	BCTJ ENTERPRISES LLC
SUZIE LANE AND STANDBRIDGE BLVD.	ANNA	TX	76501	ADBOSSEN@GMAIL.COM	NORTH TEXAS HOCO, LLC
W CENTRAL AVE AND S 9TH STREET	TEMPLE	TX	34475	(615) 554-5710	VMR PROPERTIES GROUP, LLC
207 EAST 13800 SOUTH	DRAPER	UT	84020	(801) 232-8300	ALAN MELCHIOR

EXHIBIT E-2

[Page Intentionally Left Blank]

EXHIBIT E-2
WYNDHAM GARDEN
WYNDHAM FRANCHISOR, LLC.
GUEST LODGING FACILITIES WHICH VOLUNTARILY OR INVOLUNTARILY LEFT THE CHAIN FROM 01/01/2022 TO 12/31/2022

CITY	STATE	CONTACT	ENTITY
NEWPORT BEACH	CA	(949) 426-7517	248 HAYNES HOTEL ASSOCIATES, LLC
HOLLYWOOD	FL	(954) 540-7847	LHFI GREENVILLE, LLC
HOPKINSVILLE	KY	(901) 728-9001	SAMRAT HOLDINGS, LLC
GONZALES	LA	(225) 450-6660	ALEXANDRIA INVESTMENT GROUP LLC
CHARLOTTE	NC	(980) 285-8493	440 GRIFFITH S&K CLT INC.
AUSTIN	TX	(502) 817-7670	HWY 90 MANAGEMENT, INC.
ARLINGTON	WA	(206) 850-3687	JAE EUN SO AND JUM SOOK SO

EXHIBIT E-2
WYNDHAM GARDEN
WYNDHAM FRANCHISOR, LLC.
GUEST LODGING FACILITIES WHICH DID NOT COMMUNICATE WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE DISCLOSURE DOCUMENT ISSUANCE DATE

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
6890 ESTERO BLVD.	FORT MYERS BEACH	FL	33931	(239) 463-5711	FMBH, LLC

EXHIBIT F

[Page Intentionally Left Blank]

North America

Standards of Operation and Design Manual

Wyndham Hotels and Resorts, LLC

(Revised February 27, 2023)

Wyndham Hotels and Resorts, LLC

22 Sylvan Way
Parsippany, NJ 07054

Table Of Contents For Wyndham Garden

Administrative Policies 4
Accounting 4
Submission of Monthly Reporting 4
Billing and Common Charges 6
Travel Agent Commissions 7
GDS (Global Distribution System) and Internet Fees 8
Disputed Charges and Credits 9
Delinquent Payments, Insufficient Funds and Service Restoration 10
WHR Global Conference 11
Telephone Charges 12
Gross Room Revenue Calculation 13
Bad-Debt Allowances 15
Packages 16
Guest Transportation Allocation 17
Franchise and Night Audit 18
Franchise Audit Procedures 18
Records Required for an Audit 19
Night Audit Packs 20
Guest Folio Posting Procedures 21
Insurance 22
Minimum Insurance Requirements 22
Failure to Carry Insurance 27
Quality and Training 28
Customer Care 28
Problem Resolution 30
Preventative Maintenance 31
Obtaining Consumer Feedback 32
Lost and Found 33
Quality Assurance Process 34
Quality Assurance Inspection Scoring 35
Quality Assurance Re-Inspection Fees 36
Property Improvement Plan 37
Waivers / Extensions Of System Standards 38
General Manager Certification 39
Remedial Training 40
Training Attendance 41
Continuing Education & Property Level Training 42
Openings/Property Level Training 43
General Manager/Manager-On-Duty(MOD) 44
Human Trafficking Prevention and Awareness Training 45
Programs and Policies 46
Associates Appearance 46
Uniforms 47

Name Badges 49
Guest Privacy 50
Fire Protection Policy Requirements 51
Travelers with Disabilities 52
Compliance with Laws 53
Non Smoking Policy 54
Pet Policy Requirements 55
Wyndham Green Level 1 Certification Program 56
Wyndham Rewards Program Requirements 60
MyPortal 62
Revenue Management 63
Clean the World Program 65
Guestroom Recycling Program 66
Ecolab Dilution Control System and Disinfectant Products 67
Count on Us Program 68
Dual Brand Standards 70
Marketing and Brand Image 71
General Marketing Standards 71
Trademark and Logo Usage 72
Brand/Advertising Principles 74
Toll-Free Reservations Number and Website Address 75
Local Sales and Marketing and Email 76
Property Level Websites 77
Third Party Agreements and Connections 78
Naming a Property 79
Wyndham Rewards Member Levels 81
Photography 83
Property Systems and Technology 84
High Speed Internet Access Requirements 84
Property Management System Technology Requirements 86
Enterprise Data Warehouse 88
Brand Information Source 89
Voluntary Cessation of Integrated System Use 90
Telephone System Requirements 91
Message/Voicemail System 92
Wake Up System / Service 93
Auto / Answering Devices and Recorded Messages 94
Hotel Arrival And Exterior 95
Exterior Signage 95
Exterior Signage Requirements 95
Grounds and Landscaping 96
Dumpster, Loading Dock and Service Area 96
Fencing 97
Flags 98
Landscaping 99

Parking Areas and Driveways 100
Sidewalks/Walkways 101
Electrical Vehicle Charging Stations 102
Property Exterior 103
Building Access 103
Building Exterior 104
Exterior Doors 105
Exterior Corridors 106
Exterior Lighting 107
Exterior HVAC / PTAC 108
Entrance Coverage/Porte Cochere 109
Property Entrance 110
Railings and Stairways 111
Roofing 112
Windows 113
Lobby and Front Desk 114
Guest Amenities and Services 114
Bell Service 114
Cribs 115
Front Desk Availability 116
Front Desk Promotional Material 117
Front Desk Required Items 118
Valet Service 119
Guest Mail / Package Service 120
Guest Transportation 121
Laundry and Dry Cleaning Service 122
Luggage Carts 123
Newspaper Requirements 124
Safe Deposit Boxes 125
Telephone Service 126
Wake Up Call 127
Concierge Service 128
Rollaway Beds 129
Lobby and Front Desk Design 130
Luggage Storage 130
Front Desk Area Design 131
Front Desk Signage 132
House Phone 133
Lobby Area Design 134
Lobby Area Fixtures and Finishes 135
Lobby Atmosphere 136
Lobby Background Entertainment 137
Lobby Floor Mat 138
Lobby Furniture 139
Lobby Lighting 140

Lobby Window Treatments 141
Reservations, Check-in and Check-out 142
Availability of Reservations Services 142
Reservations Procedures 143
Guaranteed Reservations 144
Cancellation of Reservations 145
Rate and Room Type Availability 147
Overbooking Policy 148
Payment Methods 149
Setting Room Rates 150
Wyndham Discount Rate 151
Best Rate Guarantee 152
Check-In / Check-Out Interactions 153
Check In Procedures 154
Mobile/Express Check-In and Check Out 156
Check-Out Procedures 157
Registration Cards 158
Hotel Facilities 159
Back of the House Areas 159
Housekeeping / Linen / Storage Room 159
Back of House Laundry 160
Maintenance / Mechanical / Electrical Rooms 161
Employee Facilities 162
Public Space Components 163
Interior Corridors 163
Stairwells 164
Interior Signage 165
Elevator 166
Public Restroom Design and Requirements 167
Recreational Facilities 169
Fitness Center Availability 169
Fitness Center Equipment 170
Fitness Center Television 171
Fitness Center Supplies 172
Fitness Center Design 173
Pool/Hot Tub/Spa/Sauna Requirements 174
Pool Operations 175
Pool Furniture and Equipment 176
Miscellaneous Recreational Facility • Operational Standards 177
Spa Facilities and Availability 178
Spa Reservations Interactions 179
Spa Reservations Procedures 180
Spa Reception Interactions 181
Spa Reception Procedures 182
Spa Technician Interactions 183

Spa Technician Procedures 184
Spa Reception Design 185
Spa Atmosphere 186
Spa Locker Rooms 187
Spa Relaxation Rooms 188
Spa Treatment Room 189
Spa Suites 190
Spa Wet Rooms 191
Spa Products 192
Vending, Laundry and Sundry 193
Vending Requirements 193
Vending Area Design 194
Ice Machine Requirements 195
Guest Laundry Requirements 196
Guest Laundry Design 197
Retail / Sundry Shop / Mart Requirements 198
Retail / Sundry Shop / Mart Display and Design 200
Meeting and Business 201
Business Center and Services 201
Business Center Services & Equipment 201
Meeting Rooms 202
Meeting Room/Boardroom Availability 202
Meeting Room and Boardroom Design 203
Meeting Room Fixtures and Finishes 204
Meeting Room Cleanliness and Maintenance 205
Meeting Room Equipment and Supplies 206
Meeting Room Signage 207
Meeting Room Food and Beverage Service 208
Meeting Room High Speed Internet Access 209
Food and Beverage 210
Breakfast 210
Breakfast Availability 210
Breakfast Area 211
Breakfast Attendant 212
Breakfast Area Television 213
Breakfast Menu Items 214
Breakfast Equipment and Supplies 216
Breakfast Area Fixtures and Finishes 217
Food and Beverage Availability 218
General Outlet Requirements 218
Operational Standards 219
Kitchen Operational Standards 219
Lounge/Bar 220
Lounge Availability 220
Lounge and Bar Design 221

Lounge and Bar Operations 222
Lounge Music 223
Restaurant 224
Restaurant Availability 224
Restaurant Operations 225
Restaurant Music 226
Restaurant Menu 227
Restaurant Table Supplies 228
Restaurant Design 229
Restaurant Fixtures and Finishes 230
Restaurant Service Interactions 231
Room Service 234
Room Service Availability 234
Room Service Operations 235
Guestroom 236
Cleaning and Maintenance 236
Guestroom Cleaning 236
Guestroom Maintenance 238
Guest Bathroom 239
Guest Bath Design 239
Guest Bathroom Entrance/Door 240
Guest Bathroom Furnishings and Equipment 241
Guest Bathroom Lighting 242
Guest Bath Terry 243
Guest Bath Amenities and Supplies 244
Guestroom Bed 247
General Guest Bed Requirements 247
Guest Bed Linen 248
Guest Bed Blanket 249
Guest Bed Pillows 250
Decorative Bedding 251
Mattress / Foundation Specifications 252
Sleeper Sofa Bedding 253
Guestroom Design and Furnishings 254
Guestroom Doors 254
Guestroom Door Locks 256
Guestroom Door Signs and Identifiers 258
Guestroom Lighting Requirements 259
Guestroom Carpet / Flooring 260
Guestroom Walls / Ceiling 261
Guestroom Window 262
Guestroom Furniture and Fixture Requirements 263
Luggage Rack 268
In Room Safe / Safe Deposit Boxes 269
Guestroom Renovation Standards 270

Guestroom Television 271
Guestroom Television and Operating Requirements 271
Guestroom Television Channels 273
Guestroom Pay-Per-View Channels 274
Guest Suites 275
Guest Suite Requirements 275
Supplies and Equipment 276
Guestroom Operational Supplies and Equipment 276
Guestroom Collateral 280
Interior HVAC / PTAC 282

WYNDHAM REWARDS OVERVIEW ---------- **6**
- Program Integrity ---------- 7
- Program Participation ---------- 8
- Earning Options ---------- 8-15
- Rate Qualification ---------- 16
- Redemption Options ---------- 17

WYNDHAM REWARDS PROGRAM ADMINISTRATION ---------- **18**
- Property Management Systems ---------- 19
- How to Enroll a Member ---------- 20-21
- Posting Member Stay Earnings ---------- 22
- Wyndham Rewards Loyalty Program Charge ---------- 23-24
- Wyndham Rewards Loyalty Program Charge Credit ---------- 25
- Wyndham Rewards Enrollment Program ---------- 26-33
- The Rewards Circle Individual Incentive Program ---------- 34-36
- Wyndham Rewards Missing Stay Administration Fee ---------- 36
- Award Night Redemptions ---------- 37
- ***go free***® Award Guidelines & Reimbursement ---------- 37-41
- ***go fast***SM Award Guidelines ---------- 42-43
- Member Rate & Cardmember Rate ---------- 44-45
- Wyndham Rewards Double Points Rate ---------- 46

WYNDHAM REWARDS PROGRAM MARKETING ---------- **48**
- Key Features and Member Benefits ---------- 49-50
- On-Site Marketing: Tools from Wyndham Rewards ---------- 51
- ***go meet***SM ---------- 52
- Purchase Points Rewards ---------- 53

WYNDHAM REWARDS MEMBER LEVELS ---------- **54**
- Member Levels Overview ---------- 55
- Unlocking Each Member Level ---------- 56
- Member Levels Perks ---------- 57-58
- Free Wi-Fi (Wireless HSIA) ---------- 59
- Preferred Room ---------- 60
- Late Check-out ---------- 60

■ Early Check-in----------61
■ Suite Upgrade Including Award Nights ----------62
■ Welcome Amenity---------- 63-64
■ Dedicated Member Services ----------65
■ Accelerated Earning---------- 66-67
■ Points Bonus ----------68
■ Avis® and Budget® Car Rental Upgrade ----------68
PROPERTY FREQUENTLY ASKED QUESTIONS---------- 70-73
WYNDHAM REWARDS MEMBER LEVELS FREQUENTLY ASKED QUESTIONS---------- 74-89
GUEST FREQUENTLY ASKED QUESTIONS ---------- 90-95
MYPORTAL RESOURCES ----------97
GLOSSARY ----------98-101
CONTACT INFORMATION---------- 102

Several defined terms are used throughout the Wyndham Rewards Front Desk Guide. For full definitions of all defined terms, please refer to the Glossary on pages 98-101.

EXHIBIT G

[Page Intentionally Left Blank]

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Dates
California	Effective March 31, 2023
Hawaii	Pending
Illinois	Effective March 31, 2023
Indiana	Effective March 31, 2023
Maryland	Pending
Michigan	Effective March 31, 2023
Minnesota	Pending
New York	Effective March 31, 2023
North Dakota	Pending
Rhode Island	Pending
South Dakota	Effective March 31, 2023
Virginia	Pending
Washington	Pending
Wisconsin	Effective March 31, 2023

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.

[Page Intentionally Left Blank]

RECEIPT
Keep this copy for your records

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 Wyndham Franchisor, LLC offers you a Wyndham Garden franchise, it must provide this disclosure document to you 14 calendar days* before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Wyndham Franchisor, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit B.

The name, principle business address and telephone number of the franchise seller offering the franchise is:

_____

Date of Issuance: March 31, 2023.

See Exhibit B for our registered agents authorized to receive service of process.

I received a Disclosure Document dated March 31, 2023, that included the following Exhibits:

Exhibits:

A	State Addenda
B	Regulatory Authorities; Registered Agents for Service of Process
C-1	Wyndham Garden Franchise Agreement including ADA Certification Forms for New Construction Hotels (Pre-Construction and Post Construction); Guaranty; Initial Fee Note; Development Incentive Note; Assignment and Assumption Agreement; State Addenda and Franchise Application.
C-2	Master Information Technology Agreement
C-3	Elavon Hosted Services Agreement for Hosted Gateway Services
C-4	Three Party Agreement and Request Form; Lender Notification Agreement and Request Form
C-5	Termination and Release Agreement
C-6	Signature Reservation Services Agreement
C-7	Hotel Revenue Management Agreement
C-8	Hotel Connectivity Solutions Support Agreement
C-9	Remote Sales Services Agreement
D	Financial Statements and Guaranty of Performance of Wyndham Hotels & Resorts, Inc.
E-1	List of Chain Facilities as of December 31, 2022
E-2	List of Chain Facilities which Voluntarily or Involuntarily Left the Wyndham Garden System from January 1, 2022 to December 31, 2022 or which did not communicate with us during the ten-week period preceding the date of the Disclosure Document
F	Tables of Content for Standards of Operation and Design Manual and Wyndham Rewards Front Desk Guide

[PLEASE SIGN RECEIPT ON BACK OF PAGE]

*10 business days if you are a resident of, or your franchise will be located, in any of the following states: Michigan. The earlier of the "First Personal Meeting" or 10 business days if you are a resident of, or your franchise will be located in New York.

Name of Proposed Franchisee: _____

Type of Business Entity:_____

_____ _____
Your signature Date

_____ _____
Print your name Print your title

_____
Location in which you are interested

KEEP THIS COPY FOR YOUR RECORDS.

RECEIPT

Please detach and return one copy of this Receipt to Wyndham Franchisor, LLC

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 Wyndham Franchisor, LLC offers you a Wyndham Garden franchise, it must provide this disclosure document to you 14 calendar days* before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Wyndham Franchisor, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit B.

The name, principle business address and telephone number of the franchise seller offering the franchise is:

_____

Date of Issuance: March 31, 2023.

See Exhibit B for our registered agents authorized to receive service of process.

I received a Disclosure Document dated March 31, 2023, that included the following Exhibits:

Exhibits

A	State Addenda
B	Regulatory Authorities; Registered Agents for Service of Process
C-1	Wyndham Garden Franchise Agreement including ADA Certification Forms for New Construction Hotels (Pre-Construction and Post Construction); Guaranty; Initial Fee Note; Development Incentive Note; Assignment and Assumption Agreement; State Addenda and Franchise Application.
C-2	Master Information Technology Agreement
C-3	Elavon Hosted Services Agreement for Hosted Gateway Services
C-4	Three Party Agreement and Request Form; Lender Notification Agreement and Request Form
C-5	Termination and Release Agreement
C-6	Signature Reservation Services Agreement
C-7	Hotel Revenue Management Agreement
C-8	Hotel Connectivity Solutions Support Agreement
C-9	Remote Sales Services Agreement
D	Financial Statements and Guaranty of Performance of Wyndham Hotels & Resorts, Inc.
E-1	List of Chain Facilities as of December 31, 2022
E-2	List of Chain Facilities which Voluntarily or Involuntarily Left the Wyndham Garden System from January 1, 2022 to December 31, 2022 or which did not communicate with us during the ten-week period preceding the date of the Disclosure Document
F	Tables of Content for Standards of Operation and Design Manual and Wyndham Rewards Front Desk Guide

[PLEASE SIGN RECEIPT ON BACK OF PAGE]

*10 business days if you are a resident of or your franchise will be located, in any of the following states: Michigan. The earlier of the "First Personal Meeting" or 10 business days if you are a resident of or your franchise will be located in New York.

Name of Proposed Franchisee:_____

Type of Business Entity:_____

_____ _____
Your signature Date

_____ _____
Print your name Print your title

_____
Location in which you are interested

Please sign this copy of the receipt, date your signature, and return it to Wyndham Franchisor, LLC, 22 **Sylvan Way, Parsippany, New Jersey 07054.**